

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: May 5, 2026 Consent Regular

Department: Palm Tran Ordinance Public Hearing

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: an Interlocal Agreement (ILA) between South Florida Regional Transportation Authority(SFRTA), also known as Tri-Rail, an agency of the State of Florida, and Palm Beach County, by and through its Board of County Commissioners (BCC), to establish public transportation service for Tri-Rail passengers traveling between the West Palm Beach Tri-Rail Station and Palm Beach International Airport (PBI) utilizing existing Palm Tran fixed route operations.

Summary: SFRTA will utilize existing Palm Tran service via Route 2 to transport Tri-Rail customers to and from PBI. Operating at a 30-minute frequency on weekdays, the route will be modified to service PBI on the outer curb at Level One of the PBI terminals. This modification will provide customers with a direct, ten-minute commute between the airport and Tri-Rail station. SFRTA agrees to compensate the County for fares for Palm Tran riders traveling exclusively between the PBI bus stop and the West Palm Beach Tri-Rail in the amount of two dollars (\$2.00) per ride. This service shall commence on May 17, 2026, with an initial one (1) year term, which shall not exceed \$25,000 without a written amendment. The modification of Route 2 will be absorbed in Palm Tran's current FY26 budget. Countywide (MMM)

Background and Justification: Due to budget constraints, SFRTA has discontinued its Uber/Lyft/Taxi service for Tri-Rail passengers, this includes service between the West Palm Beach Tri-Rail Station and PBI. PBI is one of Tri-Rail's most popular and traveled-to destinations, with over 7,000 passengers traveling between both locations. Through this partnership with the County, SFRTA will promote stronger integration with Palm Tran to build a more seamless regional network.

Attachments: 1. SFRTA Interlocal Agreement

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Recommended By: Ivan Maldonado Digitally signed by Ivan Maldonado
DN: c=US, ou=Palm Beach County, ou=Enterprise, ou=PALM, ou=Users, cn=Ivan Maldonado, email=I.Maldonado@pbc.gov 4/24/2026
Executive Director Date

Approved By: Jonathan Brown 4/24/2026
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$78,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$78,000				
#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	RSRC
1340	540	5110	various	RSRC

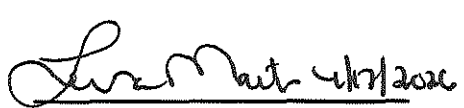

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The estimated operating costs will be absorbed in Palm Tran's FY 2026 budget through other route modifications. The revenue will be based on actual ridership and is undeterminable at this time.


C. Departmental Fiscal Review: 
 Lyne Johnson, Director of Admin Services

III. REVIEW COMMENTS:

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

<u></u> OFMB APR 4/17	<u></u> Contract Dev. & Control 26 4.17.26
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B. Legal Sufficiency

 4/24/26
 Assistant County Attorney

C. Other Department Review

 Department Director

INTERLOCAL AGREEMENT

between

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

and

PALM BEACH COUNTY

for

**PALM TRAN BUS SERVICE BETWEEN PALM BEACH INTERNATIONAL AIRPORT
AND THE WEST PALM BEACH TRI-RAIL STATION**

This Interlocal Agreement ("Agreement") is entered into this 5th day of May, 2026 by and between: SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes ("SFRTA") and PALM BEACH COUNTY, a political subdivision of the State of Florida and existing under the laws of the State of Florida, ("County"). SFRTA and the County may be collectively referred to herein as the "Parties" or individually as "Party".

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, SFRTA operates the Tri-Rail commuter rail service ("**Tri-Rail**") on the South Florida Rail Corridor ("**SFRC**") owned by the Florida Department of Transportation (**FDOT**); and

WHEREAS, due to budget constraints, SFRTA has discontinued its Uber/Lyft/Taxi service for Tri-Rail passengers on the SFRC including service between the West Palm Beach Tri-Rail Station and Palm Beach International Airport ("**PBIA**"); and

WHEREAS, the PBIA is among the most popular and highest-travelled destinations for Tri-Rail; and

WHEREAS, SFRTA and the County desire to provide a replacement for the Uber/Lyft/Taxi service that will be a no cost public transportation service for Tri-Rail passengers travelling between the West Palm Beach Tri-Rail Station and PBIA; and

WHEREAS, the purpose of this Agreement is to memorialize the County's agreement to implement a route deviation for Palm Tran bus service Route 2, effective on May 17, 2026, to provide direct Palm Tran bus service between the West Palm Beach Tri-Rail Station and PBIA at no cost to Tri-Rail passengers (the "Project"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **REPRESENTATIONS:** The foregoing recitals are true and correct and by this reference are incorporated herein.

2. INTERGOVERNMENTAL COORDINATION AND COOPERATION:

2.1. The Parties agree to coordinate their participation in the Project through a designated representative appointed by each Party. The Parties shall each designate a representative ("**Designated Representative**") authorized to:

- I. Coordinate the use of the Party staff assigned and the resources allocated to the Project.
- II. Communicate on behalf of the Party with other Designated Representatives.
- III. Serve as the central point of contact for their respective Party with regards to the Project.

Designated Party Representatives are not authorized to amend this Agreement and cannot bind their respective Party to terms not specifically agreed to by the Parties pursuant to this Agreement.

2.2. Parties reserve the right to change their respective Designated Party Representatives, upon advance written notice to the other Party at any time.

3. TERM AND EFFECTIVE DATE:

3.1. Agreement shall be effective upon execution by all Parties and on the filing with the Palm Beach County Clerk and Comptroller's Office. The date of such filing shall be the "Effective Date".

3.2. The initial term of this Agreement shall be for one (1) year or \$25,000, whichever occurs sooner or until a mutually agreed upon sooner date ("Initial Term"). The Initial Term shall be extended for successive one-year additional terms unless either Party provides written notice to the other Party of its intent not to renew at least 90 days prior to the expiration of any one-year successive term.

4. PALM TRAN SERVICE BETWEEN THE WEST PALM BEACH TRI-RAIL STATION AND PALM BEACH INTERNATIONAL AIRPORT:

- 4.1. County agrees to implement all steps required to amend and deviate the current Route 2 bus service to include, as a part of its regular schedule, an additional stop at the PBIA bus stop ("PBIA Service") on the outer curb at Level One of the PBIA airport terminal.
- 4.2. Except as provided in section 4.1 above, the current frequency and schedule for Route 2 bus service shall remain unchanged. County agrees to not amend or deviate from the PBIA Service without SFRTA's prior, written consent.
- 4.3. County agrees to commence the PBIA Service as of May 17, 2026.
- 4.4. County agrees that passengers who utilize the Palm Tran bus service to travel in either direction exclusively between PBIA and the West Palm Beach Tri-Rail station shall not be required to pay any fare for bus service between these two stops.
- 4.5. County shall maintain detailed daily ridership reports for the PBIA Service in a form mutually agreed to between the Parties which, at a minimum, shall include the daily ridership and fare information for all passengers travelling in either direction exclusively between the PBIA Route 2 bus stop and the West Palm Beach Tri-Rail station.
- 4.6. SFRTA agrees to compensate County for unpaid fares for Palm Tran riders travelling exclusively between the PBIA bus stop and the West Palm Beach Tri-Rail Station in the amount of Two Dollars (\$2.00) per ride.
- 4.7. County shall provide SFRTA with written ridership reports, in the form mutually agreed to between the Parties, on a quarterly basis. Based on a calendar year ending on the last day of the months of March, June, September and December. SFRTA shall pay County Two Dollars (\$2.00) for each Palm Tran rider travelling exclusively between the PBIA bus stop and the West Palm Beach Tri-Rail Station. SFRTA shall remit payment to County no later than thirty (30) days after receipt

of a complete invoice of a quarterly ridership report. . Unless SFRTA disputes the form, amount or any portion thereof, by providing written notice to the County no later than ten (10) days after receipt of the form, SFRTA shall reimburse County as provided above for lost fares for PBIA Service for Palm Tran riders travelling exclusively between the PBIA bus stop and the West Palm Beach Tri-Rail station.

4.8 The total amount paid by SFRTA pursuant to this Agreement shall not exceed Twenty Five Thousand Dollars (\$25,000) during the Initial Term and any successive term, without a written amendment to this Agreement providing for additional payments.

5. NOTICES: Whenever the Parties desire to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For Palm Beach County: Palm Beach County
301 N. Olive Ave.
West Palm Beach, FL 33401
Attention: County Administrator

With a copy to: County Attorney
301 N. Olive Ave.
West Palm Beach, FL 33401
Attention: County Attorney

For SFRTA: South Florida Regional Transportation Authority

801 North West 33rd Street
Pompano Beach, Florida 33064
Attention: Executive Director

With a copy to: South Florida Regional Transportation Authority
800 North West 33rd Street
Pompano Beach, Florida 33064
Attention: General Counsel

6. INDEMNIFICATION AND SOVEREIGN IMMUNITY: The Parties are defined as “agencies” in Chapter 768.28, F. S. Each Party agrees to be fully liable and responsible for the acts and omissions of its officers, agents or employees, to the extent permitted by law in the performance of their obligations under this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity is applicable. The Parties each acknowledge the waiver of sovereign immunity for liability in tort contained in Section 768.28, F.S., is the State of Florida’s partial waiver of sovereign immunity, and each Party acknowledges that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in the above statute for death, personal injury or property damage caused by the negligent or wrongful acts or omissions of an agent or employee acting within the scope of the agent’s or employee’s office or employment. The Parties agree to be individually responsible for all such claims and damages, to the extent and limits provided in Section 768.28, F.S. arising from the actions of their own respective employees and agents. The Parties acknowledge that the forgoing shall not constitute an agreement by any Party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the Party may have under such statute, nor as consent to be sued by third parties.

7. ANNUAL APPROPRIATION: All provisions of this Agreement calling for the expenditure of money by any Party shall be subject to annual budgetary funding and

should any Party fail to fund any of their respective obligations pursuant to the Agreement, this Agreement may be terminated.

8. DEFAULT AND REMEDIES:

8.1. In the event that any of the Parties fails to timely meet its respective non-monetary obligations as set forth herein, such Party shall be considered a defaulting Party. The other Party shall have all remedies available at law and equity against the defaulting Party. The defaulting Party shall be liable for the other Party's reasonable attorney's fees and costs.

8.2. The Parties expressly covenant and agree that in the event any Party is in default of its obligations under this Agreement, the defaulting Party shall have thirty (30) days' written notice to cure the default before the non-defaulting Party may exercise any of the rights. The Parties expressly agree that prior to filing any litigation regarding this Agreement, the Parties shall comply with the governmental conflict resolution procedure set for in Chapter 164, Florida Statutes. **THE PARTIES EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9. EXCUSABLE DELAY: County shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of County and without its fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon County's request, SFRTA shall consider the facts and extent of any failure to perform the work and, if the County's failure to perform was without its fault or negligence, any affected provision of this Agreement shall be revised accordingly,

subject to the Parties' rights to change, terminate, or stop any or all of the work under the Agreement.

10. BINDING EFFECT: Each of the undersigned Parties represent that they have been empowered by each of their respective governing bodies to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties, and the respective successors, and assigns.

11. SEVERABILITY: If any part, term, or provision of this Agreement is determined by the courts to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

12. MERGER: This document represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

13. JOINT PREPARATION: Each Party acknowledges that it has sought and received whatever competent advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint effort of the Parties. The language agreed to

expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties and not the others.

14. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

15. FURTHER ASSURANCE: The Parties shall execute all such further instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement and the transactions contemplated herein. The Parties further agree to comply with all applicable laws and regulations in connection with performance of this Agreement.

16. ARM'S LENGTH, WAIVER OF BREACH AND MODIFICATION:

16.1. **Arm's Length:** The Parties agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

16.2. **Waiver of Breach:** Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of his Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

16.3. **Modification:** No change or modification of this Agreement, or waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by all Parties hereto.

17.ASSIGNMENT: Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of all Parties.

18.COUNTERPARTS: This Agreement may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

19.TIME IS OF THE ESSENCE: The Parties agree that, with respect to each and every obligation and covenant contained in this Agreement, time is of the essence.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement between the South Florida Regional Transportation Authority and Palm Beach County regarding Palm Tran Service on the respective dates under each signature:

[Signatures on following pages.]

PALM BEACH COUNTY, through its County Commission, authorized the execution of this Interlocal Agreement regarding the PBIA Service, by Resolution No. _____.

PALM BEACH COUNTY

ATTEST:
MICHAEL A. CARUSO
CLERK & COMPTROLLER


PALM BEACH COUNTY, a political
subdivision of the State of Florida and existing
under the laws of the State of Florida.

By: _____
County Clerk

By: _____
Sara Baxter, Mayor

____ DAY OF _____, 2026

COUNTY ATTORNEY'S OFFICE
Approved as to form and legality

By:  _____
Assistant County Attorney

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY, a body
politic and corporate and an agency of the
State of Florida created pursuant to Chapter
343, Florida Statutes.

ATTEST: Signed by:

By: Anthony J Cariveau
11408F40F8D94A1...

Anthony Cariveau
Chief Contracting Officer

DocuSigned by:

By: Diane Hernandez Del Calvo
DE6BAC02D604452...

DIANE HERNANDEZ DEL CALVO
Interim Executive Director

Date: 4/23/2026

Approved by General Counsel as to legal
form and sufficiency:

DocuSigned by:
Teresa Moore
EF91B09867289E1...

TERESA J. MOORE, Esq.
General Counsel