





**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 \_\_\_\_ day of \_\_\_\_\_, 2020, 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), 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

**W HEREAS**, the City desires to enter into a funding agreement with the County to continue the enhanced bus service for an additional five (5) years.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the County and the City do hereby agree as follows:

1. The County through its public transit system, Palm Tran, Inc. (referred to hereinafter as "Palm Tran"), will continue to operate the enhanced service on Palm Tran Route 94, (which would otherwise be serviced by one (1) bus), by providing between one (1) and two (2) additional air conditioned, fully enclosed, ADA compliant and bike rack equipped buses that Palm Tran will operate weekdays on Route 94. Route 94 shall run between the Boca Raton Tri-Rail Station on Yamato Road, the FAU campus, the PBSC campus, the FAU Research and Development Park and Federal Highway.
2. The County will endeavor to operate the buses on a twenty (20) minute all-day service frequency on weekdays between the hours of 6:00 a.m. and 9:00 p.m., excluding mid-day service which may be provided on an hourly or less than hourly basis as determined appropriate by the County after providing notification to the City. The County shall provide such notification to the City at least 15 days prior to

implementation, except in the event of an emergency necessitating immediate action by the County. The increased bus service, which is anticipated to be approximately the equivalent of one and one third (1-1/3) buses for approximately 15 hours of additional service per day, may be amended upon the agreement of both the City and the 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 the 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 upon notification to the City. The County shall provide such notification to the City at least 15 days prior to implementation, except in the event of an emergency necessitating immediate action 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 it, in its sole discretion, deems appropriate. Notwithstanding the foregoing, all changes with respect to Palm Tran Route 94 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, upon notification to the City. The County shall provide such notification to the City at least 15 days prior to implementation, except in the event of an emergency necessitating immediate action by the County. If a public meeting or hearing is required to implement a service change or change in fare, then such may not be implemented until notification is provided to the City and County's Palm Tran Service Board or Board of County Commissioners, as appropriate, has concluded its public meeting or hearing process and also 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. The County 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, when the new fare system is implemented. Nothing herein will prevent or delay the implementation of Palm Tran Smart Card fare technology.

5. The buses will be identified as Palm Tran Route 94.
6. The County, through 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 the County and Palm Tran's procedures for bus stop announcements.
7. Bus stop locations may be changed, added or deleted by the County only 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, the County will make a spare bus available from Palm Tran's fleet of public transit vehicles in the same manner Palm Tran makes spare vehicles available for other routes. The County will ensure Palm Tran maintains 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 five (5) years commencing on October 1, 2020 and terminating on September 30, 2025, unless sooner terminated 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 Kim Kosirog, Transportation Analyst, whose telephone number is 561-416-3837. 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 \$435,410.96 for the initial year of this Agreement, \$448,473.28 for year two, \$461,927.47 for year three, \$475,785.29 for year four, and \$490,058.84 for year five to fund the operations of the bus service contemplated hereunder this Agreement.

12. Payment of the annual amount for the initial year shall be made to Palm Beach County within ninety (90) days from the effective date of the Agreement and thereafter on October 1 of the subsequent year, without invoice or other action by the County.
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 official, officer, agent or employee of the 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. The County's and the City'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 the County, Palm Tran, Inc. or the City. The County and the City 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 the County or the City.
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.
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.

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 and the County of its operational obligations and responsibilities.

18. Pursuant to Palm Beach County Resolution No. R 2017-1770, as it may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that it shall neither 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, gender identity and expression, or genetic information. As a condition of entering into this Contract, the City and County represent and warrant that they will comply with the County's Nondiscrimination Policy as described in Resolution 2017-1770. 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.

19. 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 and City 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 and the City, 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.

20. The City and the County further agree to 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 other in a format that is compatible with the information technology systems of the County. Such records shall be made available to City, 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 and the County's addresses identified in Section 26 of this Agreement.
21. This Agreement may be terminated by the City, with or without cause and for the convenience of the City, upon sixty (60) days prior written notice to the County.  
  
This Agreement may be terminated by the County, 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, 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.
22. 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.
23. In the event the City's or 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 is reasonably determined to interfere with the ability to perform, the City



or 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.

24. The City will promptly notify the County and the County will promptly notify the City 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 Palm Tran Route 94 or 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.
25. 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  
3201 Electronics Way  
West Palm Beach, Florida 33407

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

City of Boca Raton  
Attn: Zachary Bihl, Director, Municipal Services  
2500 NW 1<sup>st</sup> Avenue  
Boca Raton, Florida 33432

26. This Agreement is retroactive in its effect and application and shall take effect on October 1, 2020.

**(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 Commission 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:  
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, by its  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

ATTEST:

THE CITY OF BOCA RATON, by its  
CITY COMMISSION

By: Susan S. Saxton  
City Clerk

By: Scott Singer  
Scott Singer, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

Alene C. Boyd for Maximilian M. H. ...  
County Attorney

Clinton B. Forbes  
Clinton B. Forbes, Executive Director  
Palm Tran, Inc.

# City of Boca Raton



Incorporated 1925

## RESOLUTION

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A RESOLUTION OF THE CITY OF BOCA RATON  
AUTHORIZING THE MAYOR AND CITY CLERK TO  
EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY  
FOR THE PURPOSE OF PROVIDING FUNDING FOR THE  
CONTINUATION OF ENHANCED BUS SERVICE ON PALM  
TRAN ROUTE 94; PROVIDING FOR SEVERABILITY;  
PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE  
DATE.

WHEREAS, the City of Boca Raton desires to enter into an agreement with Palm Beach County for the purpose of providing funding for the continuation of enhanced bus service on Palm Tran Route 94; and

WHEREAS, such agreement has been prepared and a copy thereof is attached hereto; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA RATON:

