

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 10, 2024 Consent Regular

Department: Palm Tran Ordinance Public Hearing

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) Approve an Interlocal Agreement (ILA) between Palm Beach County and St. Lucie County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, regarding support and emergency management public transportation services for the Port St. Lucie Express Regional Transit (PSLX) pilot program.

Summary: The PSLX route will travel north-south via I-95 providing two (2) morning and two (2) evening peak trips between West Palm Beach and Port St. Lucie. The PSLX will utilize Coach-style buses to transport riders along the designated routes. This ILA establishes procedures for mechanical failure or an emergency, including crashes involving Palm Tran-operated buses during the operation of the PSLX within St. Lucie County. Palm Tran will establish communication with St. Lucie County (through its service contractor), depending on the location of the disabled vehicle, to request support until Palm Tran staff arrives. Support and mitigation measures to be provided may include passenger safety and coordination with law enforcement and first responders. Road supervisory personnel may be requested from St. Lucie County (through its service contractor) to help facilitate the proper transfer of passengers if a relief vehicle is needed. This agreement will commence upon execution, with a three-year term to cover the duration of this pilot program. Based on Palm Tran incidents in 2023 and hourly support rate provided by St. Lucie County (through its service contractor), the annual support cost is estimated to be \$2,433. These costs will be funded by the grant agreement between Palm Beach County and the Florida Department of Transportation, approved by the BCC on November 7, 2023, for the PSLX Transit Pilot Program. Countywide MM

Background and Justification: Established in Chapter 341, F.S., the Transit Corridor Program is designed to relieve congestion and improve capacity within an identified transportation corridor by increasing people-carrying capacity of the system through the use and facilitated movement of high-occupancy conveyances. The Florida Department of Transportation (FDOT) is authorized by s. 341.051(5)(d), F.S., to fund transit corridor projects that will help improve traffic congestion within specified corridors by funding new or expanded transit services, improvements to bus operations, (i.e., bus pull out lanes, high-occupancy vehicle (HOV) lanes, etc.) and access to and from facilities within the corridor. On November 7, 2023, the BCC approved two (2) PTGAs with FDOT totaling \$1,100,000 in Transit Corridor Development Program funding (CSFA 55.013) for the PSLX coach bus lease and operating assistance.

Attachments:

- 1. Interlocal Agreement (ILA) (4)

Recommended By:


Executive Director

8/22/24
Date

Approved By:


Assistant County Administrator

9/3/24
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$203	\$2,230			
External Revenues	(\$203)	(\$2,230)			
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$0	\$0			
#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	Units	Object	RSRC
1340	542	5049 and 5051	various	3449

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

Estimated costs will be covered by FDOT Grant agreement approved 11/7/2023.

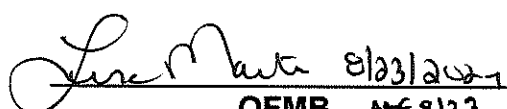

C. Departmental Fiscal Review:



 Lyne Johnson, Director of Admin Services

III. REVIEW COMMENTS:

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

<p>  _____ OFMB MF 9123 </p>	<p>  _____ Contract Dev. & Control Met 8/28/24 </p>
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B. Legal Sufficiency



 Assistant County Attorney

C. Other Department Review

_____ Department Director

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

**INTERLOCAL AGREEMENT FOR
EMERGENCY MANAGEMENT SUPPORT PUBLIC TRANSPORTATION SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA
AND
THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA**

THIS AGREEMENT is made and entered into this 10th day of September, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, and St. Lucie County, a political subdivision of the State of Florida, by and through its Board of County Commissioners.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and,

WHEREAS, Palm Beach County, as part of its countywide public transit system (Palm Tran), will provide express bus service between the Port Saint Lucie Park-and-Ride and Palm Beach County Intermodal Transfer Center; and

WHEREAS, Palm Beach County desires to enter into a support and emergency management agreement with St. Lucie County (through its service contractor) to successfully operate outside of Palm Beach County for three (3) years; and

WHEREAS, the pilot phase of the express bus service will be funded, in its entirety, by the State of Florida Department of Transportation (FDOT) through two (2) Public Transportation Grant Agreements (PTGA) totaling \$1,100,000 in operational funding.

NOW THEREFORE, in consideration of the mutual promises contained herein, Palm Beach County and St. Lucie County (through its service contractor) do hereby agree as follows:

1. Palm Beach County through its public transit system, Palm Tran, Inc. (referred to hereinafter as "Palm Tran"), will continue the express service on Palm Tran Route PSLX (referred to hereinafter as "PSLX"), by providing between one (1) and two (2) additional air conditioned, fully enclosed, ADA compliant buses that Palm Tran will operate on weekdays. PSLX shall run between Port Saint Lucie Park-and-Ride on Gatlin Blvd and Palm Beach County Intermodal Transfer Center in West Palm Beach.

2. Palm Beach County will endeavor to operate the buses on a sixty (60)-minute peak service frequency on weekdays between the hours of 5:00 a.m. and 9:00 p.m. Palm Beach County shall provide notification to St. Lucie County (and its service contractor) at least 15 days prior to implementation of any change in service, except in the event of an emergency necessitating immediate action by Palm Beach County.
3. The public transportation service may be rendered under Palm Beach 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 St. Lucie County. Nothing contained in this Agreement shall be construed to expand or modify Palm Beach County's obligations under the Americans with Disability Act (ADA) or any other federal, state, or local law or program, to require the provision of any service which Palm Beach County would not otherwise be obligated to provide or to limit the ability of Palm Beach 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 PSLX will be made solely at the discretion of Palm Beach County. Changes will be made in accordance with County's established route change and fare policies, which may be modified by Palm Beach County, in its sole discretion, upon notification to St. Lucie County (and its service contractor) after Palm Beach 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 buses will be identified as Palm Tran PSLX.
5. Palm Beach County, through Palm Tran, shall provide signage for each bus stop designating the stop as one on Palm Tran PSLX. Bus stops shall be identified and announced in accordance with the County and Palm Tran's procedures for bus stop announcements.
6. Bus stop locations may be changed, added, or deleted by Palm Beach County only after consultation with St. Lucie County.
7. 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

Beach 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.

8. In the event of a mechanical failure or an emergency, including crashes, involving Palm Tran-operated buses during the operation of the PSLX within St. Lucie County, Palm Tran will establish communication with St. Lucie County (through its service contractor), depending on the location of the disabled vehicle, to request support until Palm Tran staff arrives. Support and mitigation measures to be provided may include passenger safety, and coordination with law enforcement and first responders. Road supervisory personnel may be requested from St. Lucie County (through its service contractor) to help facilitate the proper transfer of passengers if a relief vehicle is needed and provided. Towing procedures will be coordinated through a third party by Palm Tran. Personnel may be requested to help monitor the process depending on vehicle location.
9. This Agreement shall be in effect for a term of three (3) years commencing September 23, 2024 and terminating on September 22, 2027, unless extended or sooner terminated by either party in accordance with the terms of this Agreement.
10. Palm Beach County's representative/liaison during the performance of this Agreement shall be Palm Tran's Director of Operations, whose telephone number is 561-274-1169. St. Lucie County's representative/liaison during the performance of this Agreement shall be Adolfo Covelli, Transit Director, whose telephone number is 772-462-1798. A party may change its representative/liaison upon notice to the other party. Requests for assistance pursuant to this Agreement shall be directed to St. Lucie County's service contractor: Anthony Johnson, Operations Manager (772) 834-6795.
11. Payment of the amount for support and emergency management shall be made to St. Lucie County (through its service contractor) by Palm Beach County within ninety (90) days from the receipt of the invoice from St. Lucie County's service contractor. Support and emergency management measures may include passenger safety, and coordination with law enforcement and first responders.
12. The financial obligation for the PSLX service is governed within the grant agreement between Palm Beach County/Palm Tran and Florida Department of Transportation,

at the discretion and convenience of the Palm Beach County Board of Commissioners. Based on Palm Tran incidents in 2023 and hourly support rate provided by St. Lucie County (through its service contractor), the annual support cost is estimated to be \$2,433. This operational cost will be covered by the operating grant. Notwithstanding, Palm Beach County shall pay for all services performed pursuant to this Agreement upon receipt of an invoice within 45 days.

13. The parties and their respective officers and employees shall not be deemed to assume liability for the acts, omissions and/or negligence of the other party. 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. or consent by a state agency to be sued by third parties in any matter arising out of the Agreement. Moreover, nothing contained herein shall be construed as creating any personal liability on the part of any official, officer, agent or employee of Palm Beach County, Palm Tran, Inc., or St. Lucie County (and its service contractor), nor shall it be construed as creating or giving any rights or benefits hereunder to any other person or entity. Palm Beach County and St. Lucie County's (through its service contractor) 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 Palm Beach County, Palm Tran, Inc., or St. Lucie County (through its service contractor). Palm Beach County and St. Lucie County (through its service contractor) shall have no obligation to any individual or other entity, association, or group who is in any way 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 either Palm Beach County or St. Lucie County (and its service contractor).
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 St. Lucie 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, partnership, or joint venture relationship between the parties or between Palm Tran, Inc. and St. Lucie County (and its service contractor).

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.

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, Palm Beach County and St. Lucie County (and its service contractor) represent and warrant that they will comply with applicable state and federal anti-discrimination laws. 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. Palm Beach 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 Palm Beach 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 Palm Beach County, its officers, agents, employees, and lobbyists in order

to ensure compliance with contract requirements and detect corruption and fraud.

St. Lucie County agrees to cooperate with any audit, investigation, monitoring, or inspection of this contract by the Palm Beach Office of the Inspector General. Palm Beach County also agrees to cooperate with any audit, investigation, monitoring, or inspection of this contract by St. Lucie County or any other entity empowered or authorized by St. Lucie County to audit, investigate, monitor, or inspect this contract.

20. St. Lucie County (through its service contractor) and Palm Beach County further agree to maintain all records relating to this Agreement for the period required by law. All records stored electronically must be provided to the other in a mutually agreeable format. Such records shall be made available to St. Lucie County (through its service contractor), Palm Beach County, Palm Tran, Inc. and state and federal agencies, for the purpose of review, inspection, audit, and reproduction, during regular business hours, at St. Lucie County's and Palm Beach County's addresses identified in Section 26 of this Agreement.

21. This Agreement may be terminated by St. Lucie County with or without cause and for the convenience of St. Lucie County, upon thirty (30) days prior written notice to Palm Beach County.

This Agreement may be terminated by Palm Beach County, without cause and for convenience of the Palm Beach County, upon thirty (30) days prior written notice to the St. Lucie County. In the event St. Lucie County (through its service contractor) 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 Palm Beach County from the date of the notice provided by the Palm Beach County to St. Lucie County (and its service contractor) of the failure or breach, Palm Beach County may immediately terminate this Agreement for cause upon written notice to St. Lucie County. Termination by either party shall not relieve Palm Beach County from its obligation to pay all amounts due to St. Lucie County (through its service contractor).

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 St. Lucie County (through its service contractor) or Palm Beach 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, St. Lucie County (through its service contractor) or Palm Beach 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, except that Palm Beach County's obligation to pay for all services performed under this Agreement shall not be excused
24. St. Lucie County (through its service contractor) will promptly notify Palm Beach County and Palm Beach County will promptly notify St. Lucie County (and its service contractor) of any citizen complaint, claim, suit, or cause of action threatened or commenced against it that arises out of or relates, in any manner, to Palm Tran PSLX 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 Palm Beach County, notices shall be addressed to:

Palm Tran, Inc.
Attn: Executive Director
3201 Electronics Way
West Palm Beach, Florida 33407

If sent to the St. Lucie County, notices shall be addressed to:

St. Lucie County
Attn: County Administrator
2300 Virginia Avenue
Fort Pierce, Florida 33982

With a copy to:

St. Lucie County
Attn: County Attorney
2300 Virginia Avenue
Fort Pierce, Florida 33982

26. Pursuant to Section 163.01(11), Florida Statutes, this Agreement and all subsequent amendments shall be filed with the Clerk of the Circuit Court of St. Lucie County and with the Clerk of the Circuit Court of Palm Beach County. This Agreement and subsequent amendments shall not become effective until they are filed with both clerks. Each party shall be responsible for the cost of recording such documents with respective Clerk.

(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 Palm Beach County, and the Board of County Commissioners of St. Lucie County, Florida has made and executed this Agreement on behalf of St. Lucie County, and each has set its hand the day and year first above written.

ATTEST: Joseph Abruzzo
Clerk & Comptroller

PALM BEACH COUNTY, by its
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

[Signature]
County Attorney

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

ATTEST:

ST. LUCIE COUNTY, by its
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Deputy Clerk

By: [Signature]
Cathy Townsend, Chair



APPROVED AS TO FORM AND CORRECTNESS:
[Signature]
County Attorney