



20 N. Swinton Avenue
Delray Beach, FL 3444

Agenda Item #
September 28, 2017

884

~ CRA BOARD SUMMARY ~
**INTERLOCAL AGREEMENT BETWEEN THE CITY AND CRA
FY 2017-2018 TROLLEY SERVICE (DOWNTOWN ROUNDABOUT)**

The Trolley Service provides free transportation through the downtown area from Tri-Rail to the beach. The CRA has provided funding for the service since FY 2006. CRA funds in prior years matched a grant from South Florida Regional Transportation Authority (SFRTA). However, SFRTA's funding of the Delray Beach Shuttle expired in 2016 and there is no funding programmed by SFRTA in its Proposed FY 2017 – 2021 Commuter Bus Financial Plan, due to financial constraints in their Commuter Bus Program. In FY 2016-17, the CRA provided funding in the amount of \$450,000 for the trolley operations, administered by the City.

At the July 27th CRA Board Workshop meeting, the board discussed the City's FY 17-18 Trolley funding request in the amount of \$975,000, which included funding for operations (\$475,000) as well as a pilot program (not to exceed \$500,000), to provide a more sustainable downtown transportation system. At the meeting, preliminary cost estimates were requested for the replacement vehicles, including operations, and any other alternatives that may be part of the pilot program. There was also mention of conducting a study prior to making the investment. On August 29th, the CRA received additional information regarding the proposed Trolley Replacement Pilot Project and Downtown Transportation Study (copy attached), which was forwarded to the board.

Attached is the Interlocal Agreement between the CRA and the City for funding \$475,000 for operational expenses and an additional amount not to exceed \$500,000 for a pilot program for a total of \$975,000 for FY 2017-18. Pursuant to the Agreement, the CRA reimburses the City for the actual amount expended for the Trolley Service for the amount budgeted each Fiscal Year. Payments are made to the City after receipt of the quarterly reports and documentation of actual expenditures.

Recommended Action:

Approve the Interlocal Agreement with the City and CRA for funding of Trolley Service in the amount of \$975,000 for FY 2017-18.

Submitted By: Krista Walker, Contract Manager



City of Delray Beach

Program and Project Management Division

M E M O R A N D U M

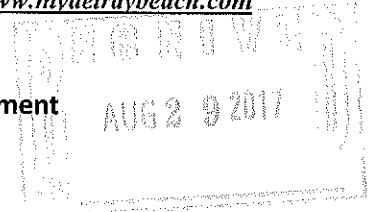
www.mydelraybeach.com

TO: Caryn Gardner-Young, Assistant City Manager

FROM: Missie Barletto, Deputy Director of Program and Project Management

DATE: August 18, 2017

SUBJECT: Trolley Replacement Pilot Project and Downtown Transportation Study



The City of Delray Beach City Commission has expressed a desire to move away from the current Trolley transportation that provides transport from the Tri-Rail Station to the Municipal Beach. Staff in the Program and Project Management Division has examined a number of alternative vehicles and would like to make a recommendation to proceed with a pilot project in the coming year that will utilize a combination of the existing Trolleys and a smaller, electric, 11-passenger ADA shuttle.

One Trolley will be utilized exclusively to transport riders from the Tri-Rail Station to a drop off point near the intersection of Swinton Avenue and Atlantic Avenue. At this drop off point / transportation hub, the smaller electric shuttle vehicles will pick passengers up and provide transport to each of the established stops along Atlantic Avenue to A1A. The second Trolley will utilize NE 1st Street to US 1 south bound to Atlantic Avenue and continue the Trolley service to the Municipal Beach without utilizing Atlantic Avenue between Swinton and 5th Street.

This plan was chosen for a number of reasons:

1. Removing the Trolley traffic from Atlantic Avenue will help to alleviate some of the congestion, by allowing the lighter, more flexible vehicles to provide faster pick up and drop off at transportation stops.
2. By shortening the Trolley 1 route to exclude Atlantic Avenue, pick up times at the Tri-Rail Station are expected to improve.
3. The smaller, electric vehicles are restricted to roadways with a 35 mph speed limit or less.
4. The electric vehicles are ADA compliant and can be outfitted with an additional battery system with two battery chargers for a shorter charging time. Additionally, a solar panel can be installed on the roof of the shuttle to provide power to run interior fans and other accessories.
5. These units are currently being successfully utilized in the City of Stuart for the downtown tram program there.

Fully charged, each of the shuttles has a limit of approximately 50 miles before requiring recharging. Recharge time is approximately 12 hours if two battery chargers per unit are utilized. It is expected that these units will run about 15 hours per day and we would like to begin the pilot program with four units. Each unit, with additional amenities as outlined above, is expected to cost around \$30,000 for a total capital outlay of \$120,000 for the pilot program initiation. Additional costs will be incurred for qualified drivers and marketing of the program changes. These are estimated at about \$280,000 for a total cost of \$400,000 for the Pilot Project in the initial year.

In addition to the Pilot Program, Program and Project Management Staff would like to commission an overall transportation study to comprehensively examine the existing downtown transportation system for overall effectiveness. Some of the items we are interested in addressing through this study include providing additional home-to-work solutions within The Set and other areas of the City, which type of alternative vehicle best suits the needs of the City of Delray Beach, and an evaluation of the overall downtown transportation needs – information gaps that have been identified through both The Set Transformation Plan and the Comprehensive Plan. We would like to proceed with this study through the City of Delray Beach Continuing Engineering Services Contract with Marlin Engineering, at a cost of about \$30,000.

The total cost of the requested services would be \$430,000 for FY 17/18. Thank you and please let me know whether you have any additional questions or concerns.

cc: Dr. Ana Puszkin-Chevlin, Sustainability Officer

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING OF
TROLLEY SERVICE**

THIS INTERLOCAL AGREEMENT FOR FUNDING OF TROLLEY SERVICE

("Agreement"), is made this ____ day of _____, 2017, by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation, (hereinafter referred to as "CITY"), and the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "CRA").

WITNESSETH:

WHEREAS, the **CITY** has entered into a contract for trolley service to be provided in the downtown area of the **CITY**; and

WHEREAS, the **CRA** recognizes the importance of an in-town trolley system to serve Tri-Rail, the downtown and the beach, and has included in the Community Redevelopment Plan the "Downtown Transit System" as a program that will receive funding from the **CRA**; and

WHEREAS, this Interlocal Agreement serves both a municipal and public purpose, is consistent with and furthers the Community Redevelopment Plan, and is consistent with the requirements of Chapter 163, Florida Statutes.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

2. The **CRA** agrees to pay the **CITY** an amount not to exceed Four Hundred and Seventy Five Thousand and 00/100 Dollars (\$475,000.00) for the operation of the trolley service in the downtown area of the **CITY**. The **CRA** shall pay the funds to the **CITY** on a quarterly basis, no later than fifteen (15) days after receipt of the quarterly reports provided by the **CITY** pursuant to this Agreement. The amount of each quarterly payment shall be an amount equal to one hundred percent (100%) of the **CITY's** actual expenses to operate the trolley service for the respective quarter.

3. The **CRA** agrees to pay the **CITY** an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for the Downtown Transit Pilot Program and Downtown Transportation Study. Upon the receipt of a fully executed work authorization(s) and an invoice describing the services to be provided, the **CRA** shall pay the funds to the **CITY**.

4. Once the **CRA** provides any funding for the Pilot Program or Transportation Study, as applicable, the **CITY** shall provide the **CRA** with monthly reports detailing the progress of the projects, including, but not limited to, funds paid to the contractor and the status of the project.

5. The term of this Agreement shall commence October 1, 2017 and terminate on September 30, 2018. Either party may cancel this Agreement if it provides at least 30 days prior written notice to the other party, of its intent to cancel the Agreement. If the **CITY** desires to fund the Trolley Service and Pilot Program for the

2018-2019 fiscal year, it shall submit the written funding request to the **CRA** no later than May 30, 2018.

6. The **CITY** shall provide the **CRA** with a quarterly report no later than January 30th, April 30th, July 30th, and October 30th for each year that this Agreement is in effect. The quarterly report shall provide detail regarding the **CITY's** expenses incurred with respect to the operation of the trolley service, as well as ridership information for each route, including ridership per day, per route.

7. The **CRA** shall provide all information that the **CITY** requests from the **CRA** that the **CITY** determines it needs in order to carry out the services to be provided by the **CITY**.

8. The **CITY** shall require the contractor that provides trolley service, pursuant to an agreement with the **CITY**, to provide a certificate of insurance evidencing the insurance coverages required by the **CITY** in the agreement with the contractor. The certificate of insurance shall specifically name the **CRA** as an additional insured under the insurance policies required pursuant to the contractor's agreement. A copy of the certificate of insurance shall be provided to the **CRA**. Nothing herein shall constitute a waiver of the **CITY's** or **CRA's** sovereign immunity, or consent to the imposition of any liability in excess of the statutory limitations as provided in section 768.28, Florida Statutes.

9. This Interlocal Agreement shall be filed pursuant to the requirements of section 163.01(11), Florida Statutes.

10. **INSPECTOR GENERAL.** The **CRA** is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the

negotiation and performance of this Agreement, and may demand and obtain records and testimony from the **CRA**, and its sub licensees and lower tier sub licensees. The **CRA** understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the **CRA** or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the **CITY** to be a material breach of this Agreement justifying its termination.

11. PUBLIC RECORDS. **CITY** is a public agency subject to Chapter 119, Florida Statutes. The **CRA** shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, **CRA** agrees to:

- 11.1. Keep and maintain all records required by the **CITY** to perform the service.
- 11.2. Upon request from the **CITY's** custodian of public records, provide the **CITY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 11.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the **CRA** does not transfer the records to the **CITY**.
- 11.4. Upon the termination of the contract, the **CRA** shall transfer, at no cost to the **CITY**, all public records in possession of the **CRA** and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **CRA** keeps and maintains public records upon completion of the contract, the **CRA** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **CITY**, upon request from the **CITY's** custodian of public records in a format that is compatible with the information technology systems of the **CITY**. All records shall be transferred to the **CITY** prior to final payment being made by the **CRA**.

- 11.5. If **CRA** does not comply with this section, the **CITY** shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

IF THE CRA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CRA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

561-243-7050

CITYCLERK@MYDELRAYBEACH.COM

12. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

13. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

14. No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

15. Neither the **CITY** nor the **CRA** shall assign or transfer any rights or interest in this Agreement.

16. This Agreement shall not be valid until signed by the Mayor and the City Clerk.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

[Remainder of Page Intentionally Left Blank]

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Cary Glickstein, Mayor

Approved as to Form:

R. Max Lohman, City Attorney

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Jeff Costello, Executive Director

By: _____
Annette Gray, Chair

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Notary Public – State of Florida