

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2007

Consent Regular
 Ordinance Public Hearing

Department: Palm Tran
Submitted By: Palm Tran
Submitted for: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) approve a Funding Agreement with the School Board of Palm Beach County to provide funding of field trips for Title I Elementary Schools within Palm Beach County for field trips provided during fiscal year 2005-2006 and 2006-2007; B) Approve a Budget transfer of \$100,000 in the Transportation Improvement Fund from Reserve for District 2 to Cabana Colony – Local Drainage; and C) Approve Budget transfer of \$100,000 in the Capital Outlay Fund from Cabana Colony – Local Drainage to Title I Elementary School Field Trips.

Summary: Palm Beach County through Palm Tran is agreeing to reimburse the School Board of Palm Beach County for transportation for educational field trips for Title I Elementary Schools located within Palm Beach County. The Agreement will provide assistance for schools which meet need criteria based on the Title I requirements. Palm Beach County will reimburse the School Board at a rate of \$30.00 per hour and \$2.00 per mile. Countywide (DR)

Background and Policy Issues: Palm Beach County had participated in funding field trips for Fiscal year 2005 (R-2005-0137) in the amount of \$100,000 of which only \$24,199 had been invoiced. The School Board continued to provide field trips with the understanding that Palm Beach County would continue to participate in the funding. This item will pay for Title I field trips taken during fiscal years 2006 and 2007.

Attachments:

- (1) Funding agreement between Palm Beach County and the School Board of Palm Beach County
- (2) Budget Transfer – Transportation Improvement Fund
- (3) Budget Transfer – Capital Outlay Fund
- (4) Budget Availability Statement
- (5) Commission authorization for District 2 reserve allocation

Recommended By:


Department Director

August 27, 2007
Date

Approved By:


Assistant County Administrator

9/4/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	200-	200-	200-	200-
Grant Expenditures					
Operating Costs	100,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	100,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes _____ No X
 Budget Account No.: Fund ____ Dep't. ____ Unit ____ Object ____
 Program _____

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

- Transportation Improvement Fund
- Reserve for District 2
- Cabana Colony/Local Drainage
- Capital Outlay fund
- Cabana Colony/Local Drainage
- Title I Elementary School Trips – Dist 2

C. Departmental Fiscal Review: _____
 John Murphy, Palm Tran Finance Manager

III. REVIEW COMMENTS

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

[Signature] 8-30-07
 OFMB
 8/29/07
 (WD)
 8/29/07

[Signature] 8/31/07
 Contract Dev. and Control
 E. Das 8/31/07

B. Legal Sufficiency:

[Signature] 8/31/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

**FUNDING AGREEMENT
BETWEEN PALM BEACH COUNTY AND
THE SCHOOL BOARD OF PALM BEACH COUNTY
FOR THE PURPOSE OF FUNDING FIELD TRIPS
FOR TITLE 1 ELEMENTARY SCHOOLS WITHIN PALM BEACH COUNTY
(2005-06 & 2006-07 Fiscal Years)**

THIS FUNDING AGREEMENT is made and entered into on this _____ day of _____, 2007, 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 the "County", and The School Board of Palm Beach County, a corporate body politic pursuant to the Constitution of the State of Florida, hereinafter referred to as the "School Board".

W I T N E S E T H:

WHEREAS, County desires to provide funding to be used to assist the School Board with the funding of transportation services for educational field trips for Title I elementary schools located within Palm Beach County; and

WHEREAS, School Board agrees to notify the Title 1 elementary schools located in Palm Beach County of the availability of educational field trip transportation funding assistance; and

WHEREAS, the funding provided by County under this Agreement shall not exceed the sum of one hundred thousand dollars (\$100,000.00) and shall be used to fund trips provided in the 2005-2006 fiscal year and the 2006-2007 fiscal year; and

WHEREAS, School Board agrees to provide to County an accounting of funds expended under this Agreement for transportation funding assistance for Title 1 elementary school field trips; and

WHEREAS, School Board agrees that the price of the transportation services contemplated hereunder shall not exceed the sum of thirty dollars (\$30.00) per hour and \$2.00 per mile; and

WHEREAS, the County has determined that the School Board's educational field trips enrich the culture and life of the Title 1 students and that the County funds provided under this Agreement will serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. The facts set forth above in the preamble to this Agreement are true and correct and incorporated into this Agreement by reference.
2. The purpose of this Agreement is to set forth the various duties, rights and responsibilities of the parties regarding the funds provided by County and the School Board's use of said funds.
3. The County's representative and contract monitor during the performance of this Agreement shall be the Executive Director of Palm Tran whose telephone number is 561-841-4200. The School Board's representative and contract monitor during the performance of this Agreement shall be Yevola Falana, Assistant

Director/Operations, whose telephone number is 561-242-8312.

4. The County agrees to make certain funds available to be used to fund certain transportation services for student educational field trips for Title I elementary schools located within Palm Beach County. The funding assistance provided by County shall not exceed the sum of one hundred thousand dollars (\$100,000.00). These funds shall be solely used for transportation services furnished during the 2005-2006 and 2006-2007 fiscal years and for no other purpose whatsoever,.

5. The School Board shall notify all Title 1 elementary schools located in Palm Beach County of the availability of the educational field trip transportation funding assistance made available by Palm Beach County and the School Board.

6. County will reimburse the School Board for education field trips provided by the School Board at the rate of thirty dollars (\$30.00) per hour and two dollars (\$2.00) per mile, to be billed from portal (*i.e.*, elementary school site) to portal (*i.e.*, field trip site). The School Board may present to the County, invoices for educational field trips following the conclusion of each educational field trip. Invoices shall be itemized in sufficient detail for pre-payment audit. Invoices shall set forth the number of billable hours and miles, and include a brief description of the purpose of the field trip, the date of the trip, the name of the Title 1 elementary school and the number of children participating in the field trip. The School Board shall certify that the expenditure(s) for which reimbursement is sought were proper, lawful and made in accordance with the requirements of this Agreement. The School Board shall supply any other documentation requested by County. Invoices received by the County will be reviewed and approved by the Contract Monitor or his designee, indicating that the expenditures have been made in conformity with this Agreement. Thereafter, the invoices will be sent to the County Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval. The School Board shall submit all invoices for final payment within thirty (30) days of the expiration of the Agreement.

7. School Board shall abide by and be subject to all applicable federal, state, county, and municipal laws, rules and regulations, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses which are normally required for the School Board to conduct business or any other activity. If, at any time, the County determines that the services provided by the School Board were not in accordance with the terms and conditions of this Agreement, did not comply with any state, federal, County, or municipal law, regulation or rule, or that any of the funds provided hereunder were used to reimburse expenses that were not reimbursable under this Agreement, were improperly or unlawfully incurred, or did not constitute a valid public purpose, as determined in the sole discretion of the County, then the County's obligations hereunder shall immediately cease and County shall be entitled to the immediate return of all such funds paid to the School Board. Nothing contained herein shall act as a limitation upon the County's right to be repaid, as a waiver of any rights the County had, has, or may have, or shall preclude the County from pursuing any available remedies.

8. School Board represents and warrants that neither it nor its employees or volunteers will discriminate in the provision of any fields trip for which it seeks reimbursement under this Agreement. School Board further represents and warrants that all of its employees and participants in field trips for which reimbursement is sought under this Agreement are treated equally and without regard to residency, race, color, religion, sex, age, disability, handicap, marital status, sexual orientation, national origin, or ancestry.

9. Neither this Agreement nor any interest therein shall be assigned, conveyed, transferred in whole or in part, or otherwise encumbered by the School Board without the prior written consent of the County.

10. The term of this Agreement shall be from October 1, 2005 through September 30, 2007.

11. The School Board acknowledges that the County's sole responsibility hereunder is to provide funding for the purposes contemplated under this Agreement in accordance with the Agreement's terms and conditions. The School Board recognizes its liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes.

12. Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., the School Board represents and acknowledges that it is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 per person and \$200,000 per occurrence, or such other monetary waiver limits that may be established by the Florida Legislature. The School Board agrees to maintain or to be self-insured for Worker's Compensation and Employer's Liability Insurance in accordance with Chapter 440, Florida Statutes. The School Board shall agree to provide a statement or certificate of insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the School Board of its liability and obligations under this Agreement.

13. The County's obligations to the School Board shall be strictly limited to those expressly set forth in this Agreement. Neither party shall be deemed to be the agent of the other and the County does not assume liability or responsibility for any duty or responsibility of the School Board. In addition, this Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the County or the School Board. The County shall have no obligation to any other entity, contractor or person 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. The School Board shall maintain adequate records to justify its reimbursement requests for at least three (3) years from the expiration date of this Agreement.

15. Nothing contained in this Agreement shall create an agency relationship between the County and the School Board.

16. The County's performance and obligations under this Agreement are contingent upon an annual budgetary appropriation by County's Board of County Commissioners for the purposes described in this Agreement.

17. Notwithstanding the provisions of section 10 above, this Agreement may be terminated by either party, with or without cause, upon ten (10) days written notice to the other party. In the event a party has failed to perform, observe or has breached any provision of this Agreement, the other party may terminate immediately upon written notice to the other.

18. 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. 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.

19. No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

20. 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.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the County:
Executive Director
Palm Tran
3201 Electronics Way
West Palm Beach 33407

As to the School Board:
Yevola Falana
Assistant Director/Operation
Palm Beach County School District
2775 Homewood Road
West Palm Beach, FL 33406

22. The County and the School Board agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:

**PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS**

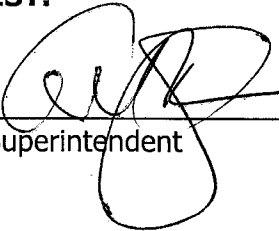
Sharon Bock, Clerk & Comptroller

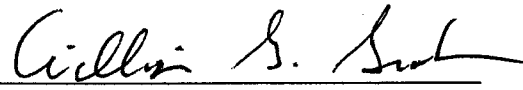
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

ATTEST:

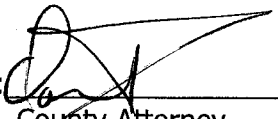
SCHOOL BOARD OF PALM BEACH COUNTY

By:  _____
Superintendent

By:  _____
Chair


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  _____
County Attorney

By:  5-22-07
School District Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Chuck Cohen, Executive Director
Palm Tran

2007

1344

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX081307-2104

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/13/07	REMAINING BALANCE
<u>CABANA COLONY/LOCAL DRAINAGE</u>								
3500-364-M051-6506	IOTB-Infrastructure	375,000	558,000	100,000	0	658,000	0	658,000
<u>RESERVE FOR DISTRICT 2</u>								
3500-368-9112-9907	Res-Future Construction	2,355,820	1,541,289	0	100,000	1,441,289		
				100,000	100,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 09/11/07

Engineering & Public Works

R. A. Ward

8/13/07

Administration / Budget Approval

J. M. [Signature]

8-30-07

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

110
8/23/07

2007

1345

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX081307-2105

FUND Capital Outlay Fund

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/13/07	REMAINING BALANCE
TITLE 1 ELEM SCHOOL TRIPS - DIST 2								
3900-368-1154-8101	Contributions Othr Govtl Agency	75,811	75,811	100,000	0	175,811	0	175,811
CABANA COLONY/LOCALDRAINAGE								
3900-364-M051-6506	IOTB-Infrastructure	802,657	499,657	<u>0</u>	<u>100,000</u>	399,657	6,054	393,603
				100,000	100,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 09/11/07

Engineering & Public Works

R. D. Ward

8/13/07

Administration / Budget Approval

[Signature]

8-30-07

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners

100
8/23/07

**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY
BUDGET AVAILABILITY STATEMENT**

DATE: August 13, 2007

TO: Marc Mostoller - Contracts Administrator
Palm Tran

FROM: R. D. Ward, Fiscal Manager *RDW*
Administrative Services

RE: Title 1 Elementary School Trips-Dist 2
Project # N/A
School Board of Palm Beach County
District Allocation \$100,000.00

BOARD MEETING DATE: September 11, 2007

FISCAL IMPACT LOCATION: F:\COMMON\WP\AgendaPage2\ 000387

FUNDING STATUS: BUDGET TRANSFERS REQUIRED

A Budget Transfer of \$100,000 in the Transportation Improvement Fund from Reserve for District 2 to Cabana Colony - Local Drainage.

A Budget Transfer of \$100,000 in the Capital Outlay Fund from Cabana Colony - Local Drainage to Title 1 Elementary School Trips-District 2.

Is Item Included in Current Budget?	Yes	No	X
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Budget Account No:

Fund 3500	Dept 364	Unit M051	Object 6506
3900	368	1154	8101

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
Reserve for District 2
Cabana Colony/Local Drainage

Capital Outlay Fund
Cabana Colony/Local Drainage
Title 1 Elementary School Trips-Dist 2

This BAS is valid for up to ninety days from its date of issuance.
F:\ADM_SER\WP50\BAS\Bas07\000387.dist

08/23/2007 13:46 FAX

PBC DIST 2

001/001

From: Kim Ciklin
To: Chuck Cohen; Donna Raney; Vince Bonvento
Date: 9/20/2006 2:59:38 PM
Subject: Transportation Fund for Title 1 school field trips

This will serve as Commissioner Koons' authorization to allocate \$100,000 of 2006-2007 District 2 Transportation Improvement Funds to continue this program with the School District. Commissioner requests that you initiate a new agreement or amend the 2004 agreement to be approved by the Board.

I am advised by Yevola Falana's office that the District contact is Ann Bergquist of the District Accounting Services Department, 434-8699.

Thank you.

Kim Ciklin
Senior Administrative Assistant
to Commissioner Jeff Koons
(561) 355-4966

Fx: 3-2109
Attn: Marianela
Diaz

CC: Harvey Phillips

From: Kim Ciklin
Dist. 2