

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-	-0-			

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included In Current Budget? Yes _____ No XX
Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____
Reporting Category _____

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

Will be determined at the time of need.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

The fiscal impact is undetermined at this time.

Jim Bink 9-5-07 Jim J. Jacoby 9/6/07
9/5/07 OFMB CN 9/5/07 Contract Administration
9/6/07

B. Legal Sufficiency:

[Signature] 9/11/07
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Agreement

Between

Palm Beach County Board of County Commissioners

And

The School Board of Palm Beach County, Florida

For

A School Bus Joint Venture

This is an Agreement between the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, herein referred to as THE COUNTY,

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, herein referred to as THE BOARD.

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, THE COUNTY and THE BOARD agree as follows:

ARTICLE 1 - SCOPE OF WORK

- 1.1 THE BOARD agrees to provide available buses and drivers to THE COUNTY when requested by the County Administrator or his/her designee to assist in the transportation needs of Palm Beach County as a result of a disaster, emergency, and/or any other special request.

ARTICLE 2 - COMPENSATION

- 2.1 THE BOARD shall be compensated by THE COUNTY for all personnel costs incurred for drivers and support staff.
- 2.2 THE BOARD shall be compensated by THE COUNTY for all fuel utilized during the requested time of service.
- 2.3 THE BOARD agrees to provide buses that are in good running order, and should a mechanical failure occur, THE BOARD will provide a call-out maintenance service and/or substitute bus.

ARTICLE 3 – METHOD OF PAYMENT

- 3.1 THE COUNTY agrees to reimburse THE BOARD on a billing basis. One or more statement(s) submitted by THE BOARD shall be detailed to show the total number of personnel hours, rate of payment, and fuel utilized during the requested time of service.
- 3.2 THE COUNTY agrees to tender payment to THE BOARD within thirty (30) calendar days after THE BOARD submits each bill and/or invoice to THE COUNTY in the manner provided in Paragraph 3.1 above.

ARTICLE 4 – RETENTION OF RECORDS

- 4.1 THE BOARD shall preserve and make available all financial records to the extent required by law, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement; or if an audit has been initiated, until such time as the audit is completed, whichever period is longer.

ARTICLE 5 – INDEMNIFICATION

- 5.1.1 THE BOARD warrants that it is self-insured. THE BOARD agrees pursuant to Section 768.28, Florida Statutes, to be responsible for any and all liability to the fullest extent allowed by the Constitution and the laws of the State of Florida, if such injury or damage is caused by an act or omission of any agent or employee of the School District, provided however, this provision shall not be construed as a waiver of any right of defense that THE BOARD may possess, and THE BOARD reserves all such rights as against any and all claims that may be brought under this Agreement.
- 5.1.2 THE COUNTY warrants that it is self-insured. THE COUNTY agrees pursuant to Section 768.28, Florida Statutes, to be responsible for any and all liability to the fullest extent allowed by the Constitution and the laws of the State of Florida, if such injury or damage is caused by an act or omission of any agent or employee of THE COUNTY, provided however, this provision shall not be construed as a waiver of any right of defense that THE COUNTY may possess, and THE COUNTY reserves all such rights as against any and all claims that may be brought under this Agreement.

ARTICLE 6 – TERMINATION

- 6.1 This Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice to the other.

ARTICLE 7 - TERM OF AGREEMENT

7.1 This Agreement is valid from the date of its execution or the initiation of service, whichever occurs earlier, for the term of one year, and shall automatically renew annually, unless either party chooses termination as set forth in Paragraph 6.1 above.

ARTICLE 8 - ENTIRE AGREEMENT

8.1 This Agreement shall constitute the entire Agreement by the parties and may only be modified in writing approved by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, signing by and through its designee, duly authorized to execute same and **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**, signing by and through its designee, authorized to execute same by Board action on the _____ day of _____, 2007.

**THE BOARD: THE SCHOOL BOARD
OF PALM BEACH COUNTY,
FLORIDA**

ATTEST:

WILLIAM G. GRAHAM,
Chairperson

ARTHUR C. JOHNSON, Ph. D.
Superintendent

ROBERT RILEY
Director

_____ DAY OF _____, 2007

Approved as to form by:

Legal Counsel to THE SCHOOL BOARD OF
PALM BEACH COUNTY

ATTEST:

THE COUNTY: PALM BEACH
COUNTY BOARD OF COUNTY
COMMISSIONERS, a political
subdivision of the State of Florida

ADDIE GREEN,
Chairwoman

SHARON R. BOCK,
Clerk and Comptroller

ROBERT WEISMAN,
County Administrator

____ DAY OF _____, 2007

Approved as to form by:

Legal Counsel for THE COUNTY

Approved As To
Terms & Conditions

Paul Milelli 8/23/07
Date
W. Milelli, Director
Department