Agenda	Item	No.:	3	X	1
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# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

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Meeting Date: October 2	2, 2007	[X]	Consent Ordinance	[]	Regular Public Hearing
Department Submitted By: Submitted For:	P	UBLIC	SAFETY	·	
		I. EXE	CUTIVE BRIEF		
Motion and Title: Staff rethe School Board of Palmethe transportation needs	n Beach	Count	y concerning the i	use of Scl	nool Buses to assist in
Summary: The evacuation disasters, or other special operated by the Board of that could be used to suppaperoval of this agreement agrees to reimburse the Scounty Commissioners Emergency Management	ial need f County plement nt, the S School E will se	ds may y Comr t the tra school E soard the ek rein	r exhaust all trans missioners. The S insportation requir Board agrees to pro ne cost of providing mbursement of t	sportatior School Bo rements o rovide the g drivers a	vehicles owned and pard has school buses f the County. With the buses and the County and fuel. The Board of sts from the Federal
Background and Policy region should the Herber resources of the County 0 staff worked with staff of reimbursement of school and fuel used by the bus	rt Hoove Commis f the So buses.	er Dike sion we shool B	breach, it was rec ere insufficient to a oard to create a t	cognized a assure a ra formal pro	that the transportation apid response. County ocess for the use and
Attachments: 1. Interlocal Agreement					
,					
Recommended by:	epartm	ent Dir	ector		8/29/1) pate/
Approved by:	<u>/////</u> ssistan <u>t</u>	Count	M////X y Administrator	- 9/	12/07 Date

# II. FISCAL IMPACT ANALYSIS A. Five Year Summary of Fiscal Impact 2011 2007 2008 2009 2010 Fiscal Years **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 Budget Account No.: Fund \_\_\_\_\_ Dept. \_ 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 This Contract complies with our В. Legal Sufficiency: contract review requirements.

C. Other Department Review:

Assistant County Atto

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.

respective date under each signature: T COUNTY, FLORIDA, signing by and the same and PALM BEACH COUNTY I	ave made and executed this Agreement on the HE SCHOOL BOARD OF PALM BEACH arough its designee, duly authorized to execute BOARD OF COUNTY COMMISSIONERS, orized to execute same by Board action on the 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	A ved As To Terrns & Conditions  W. Milelli, Director  Department		