



## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

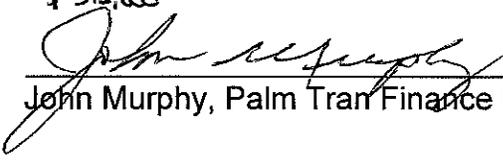
Fiscal Years	2012	2013	201-	200-	200-
Capital Expenditures					
Operating Costs					
External Revenues	(\$304,000)	(\$312,000)			
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>(\$304,000)</b>	<b>(\$312,000)</b>			
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0			

Is Item Included In Current Budget? Yes  No   
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5101 Object 4434  
 Program \_\_\_\_\_

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

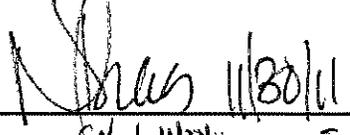
School Year	Poses	Rt	Revenue
2011/2012	800	\$ 380	\$ 304,000
2012/2013	803	\$ 390	\$ 312,000

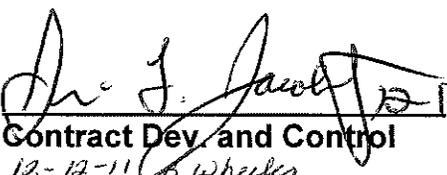
### C. Departmental Fiscal Review:

  
 John Murphy, Palm Tran Finance Manager

## III. REVIEW COMMENTS

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

  
 OFMB 11/30/11  
 SN 11/29/11 JP  
11/25/11

  
 Contract Dev. and Control 11/27/11  
 12-12-11 B. Wheeler

### B. Legal Sufficiency:

  
 Assistant County Attorney 12/13/11

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

**BUS PASS AGREEMENT  
BY AND BETWEEN  
PALM BEACH COUNTY, FLORIDA  
AND  
SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

**THIS BUS PASS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (referred to herein as “County”) and the School Board of Palm Beach County, Florida (referred to herein as “Board”), a Florida corporate body politic.

**WITNESSETH**

**WHEREAS**, the County has established a fixed route public transportation system known as “Palm Tran” throughout much of Palm Beach County; and

**WHEREAS**, County operates its public transportation system, known as Palm Tran, for the benefit, use and enjoyment of the general public; and

**WHEREAS**, Board has requested the County to sell annual and semester bus passes to Board for certain School District of Palm Beach County, Florida (“School District”) students who desire to use Palm Tran as a means of transportation to and from school; and

**WHEREAS**, County is willing to make annual and semester bus passes available to the Board for use by certain School District students in accordance with the provisions of this Agreement; and

**WHEREAS**, County and the Board have determined to create and utilize a unique bus pass with digital photographs and magnetic encoding to be used as described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the County and Board agree as follows:

Section 1. **Incorporation of Facts:** The facts set forth above, in the preamble to this Agreement, are true and correct and incorporated into this Agreement by reference.

Section 2. **Term:** The term of this Agreement shall be from July 1, 2011 until June 30, 2013.

Section 3. **Purpose:** The purpose of this Agreement is to set forth the various duties, rights and obligations of the parties regarding the Board's acquisition of bus passes for certain students of the School District, the Board's payment for and distribution of bus passes, and School District student's use of the bus passes purchased by the School Board.

Section 4. **Representatives:** The County's representative and monitor during the performance of this Agreement shall be Palm Tran's Executive Director, whose telephone number is (561)841-4200. The Board's representative and monitor during the performance of this Agreement shall be the School District's Transportation Director, whose telephone number is (561) 242-8312.

Section 5. **Purchase of Passes:** Palm Tran bus passes, usable only upon the Palm Tran fixed route public transit system, may be purchased by the Board for use by certain School District middle school and high school students at a cost of Three Hundred Eighty Dollars (\$380.00) per pass for the 2011-2012 School Year and Three Hundred Ninety Dollars (\$390.00) per pass for the 2012-2013 School Year. After the beginning of the second semester of the 2011-2012 and 2012-2013 School Years, passes may be purchased at a cost of One Hundred Ninety Dollars (\$190.00) per pass for the second semester of the 2011-2012 School Year and at a cost of One Hundred Ninety Five Dollars (\$195.00) per pass for the second semester of the 2012-2013 School Year.

The bus passes purchased by the Board pursuant to this Agreement shall be usable by School District students for transportation to and from school from August through the end of May of each School Year. In the event that the Board wishes to purchase bus passes from the County during the term of the Agreement for use in June and/or July, the Board may procure such passes upon an additional payment equivalent to the monthly pro-rata cost of an annual bus pass sold to the general public .

The Board may also purchase 31- day student bus passes at the rate in effect at the time of purchase (currently \$45).

Section 6. **Digital Images:** An ID card with a digital image will serve as the annual bus pass. Palm Tran will provide ID cards suitable for the Board to print the digital images the Board has captured, using a technology and methodology acceptable to County, of those students who are to receive an annual bus pass (After the beginning of the second semester of the 2011-2012 and 2012-2013 School Years, students will receive semester bus passes). The digital image of each student will also identify the name of the student and the school the student is attending for the School Year in which

the bus pass is used.

Section 7. **Invoicing:** County will invoice the Board for each ID card received by the Board under this Agreement. Within fifteen (15) days of the School District's Transportation Director's receipt of each invoice, the Board will remit payment for the sum due and owing to the Palm Beach County Board of County Commissioners, c/o Palm Tran, 3201 Electronics Way, West Palm Beach, FL 33407, or to the address indicated on the invoice issued by Palm Beach County Finance.

Section 8. **Audit:** All records relating to this Agreement shall be maintained by the parties for five (5) years after the expiration of this Agreement. The County and Board agree to cooperate with each other in any audit relating to the bus passes that either party may perform. Adjustments, if applicable, will be made by the responsible party within thirty days of the final audit finding indicating that an adjustment is necessary. Board will provide any information related to the bus passes and their usage by students requested by the County's auditor.

Section 9. **Refunds and Replacements:** Except as agreed by the Director of Palm Tran, no passes which are lost, stolen, misplaced or destroyed by the Board or any School District student shall be replaced or the cost refunded; provided, however, that the County will refund to the Board the sum equivalent to the monthly pro rata portion of any full months remaining on any pass issued to a student who has withdrawn from school or who is no longer eligible for the continued provision of and use of a bus pass, or from whom Palm Tran has withdrawn a pass as a result of the termination of this Agreement by either party. The County shall pay the Board any amounts due and owing upon fifteen (15) days of the return of the bus pass to the County c/o Palm Tran, 3201 Electronics Way, West Palm Beach, FL 33407. Should the Board request and the Director of Palm Tran agrees to issue a replacement pass for a lost, stolen, misplaced or destroyed bus pass, the Board will compensate Palm Tran for the replacement pass at a cost of ten dollars (\$10.00), to offset administrative costs. Should the student need a second replacement pass and the Director of Palm Tran decides to make it available, the Board shall pay thirty eight dollars (\$38.00) per month for any months remaining in the School Year, including the month the second replacement pass is issued.

Section 10. **Educational Rights and Privacy:** The County shall comply with Section 1002.22, Florida Statutes, and the Family Educational Rights and Privacy Act (FERPA), as amended, in accordance with their provisions to the same extent it would any other state or federal law or regulation.

Section 11. **No rights nor Interest Created:** The Board acknowledges and agrees that neither this Agreement nor the provision, possession or use of a bus pass by any

student creates any right, interest, license or permit in or to a pass in the Board or any student, parent, guardian, or any other person or entity to the continued use of the County's public transit system. Moreover, the County may revoke any pass issued hereunder to any student, for any reason whatsoever, with or without prior notice or a hearing of any kind, and neither the student nor the Board shall have any claim or cause of action, of any kind whatsoever, against County or Palm Tran, except for the Board's right to a refund as provided for in Section 9 above.

**Section 12. Middle and High School Students:** The Board acknowledges and agrees that it shall not seek, request or endeavor in any manner to obtain a pass for any School District student who is not a middle or high school student, except as permitted below. The Board further acknowledges and agrees that passes will not be provided to any School District student, regardless of grade level, who is eight (8) years of age or younger, unless such student is accompanied, at all times (*i.e.*, from boarding to disembarkation) by a parent. In such cases the student/parent's pass and the pass of the child of the student/parent shall indicate, in a manner acceptable to the Director of Palm Tran, the relationship and/or exception to the condition set forth herein.

**Section 13. Convenience:** The Board acknowledges and agrees that the County is providing the bus passes solely for the convenience of the Board, and that the County has no duty or obligation to the Board or to any student which is in addition to, or different or distinguishable from that owed to the public at large.

**Section 14. Compliance with Palm Tran's and the School Board's Policies:** The Board represents and affirms that its students will be subject to and adhere to the Board's Policy 5.186. Additionally, Board represents and warrants that at the time of issuing a Palm Tran bus pass to a student, the Board's designee will provide School District students with the Student Riders Safety Rules and Regulations, attached hereto as Exhibit "A", and that its students shall be subject to and adhere to said rules and regulations. School District students shall also comply with all Palm Tran rules, regulations, policies, procedures, or laws regulating or pertaining to Palm Tran's passengers, as they may be adopted or amended from time to time. Such rules, regulations, policies, and procedures regulating or pertaining to Palm Tran's passengers are located within the Palm Tran's Service Guide. Board further acknowledges and agrees that Palm Tran may remove any student from a Palm Tran bus in the same manner that members of the general public may be removed, and that any student may be temporarily or permanently refused service in accordance with Palm Tran's rules, regulations, policies or procedures.

**Section 15. Termination:** This Agreement may be terminated by either party, with or without cause upon thirty (30) days notice to the other. In the event a party has

failed to perform, observe, or has breached any provision of this Agreement, the other party may terminate this Agreement immediately upon written notice to the other party. No liability shall inure to either party as a result of the termination of this Agreement, except that the County shall reimburse the Board for the value equivalent to the monthly pro rata cost for the months remaining for each pass purchased hereunder.

Section 16. **No Agency Relationship:** Nothing contained herein shall create an agency relationship between Board and County or Board and Palm Tran, Inc.

Section 17. **Limit of Obligations:** The County shall have no obligations to the Board, its students, or any other entity or person who is in anyway associated with or might benefit from the terms of this Agreement. County is acting, under this Agreement, solely in its capacity as a political subdivision of the State. County is not and shall not be deemed to be acting for or on behalf of the Board or to have stepped into the "shoes of the Board" or to have assumed any of the duties, responsibilities or obligations of the Board relating, in any manner whatsoever, to the transportation of any Board student.

Section 18. **Remedies:** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to construe or enforce the Agreement will be held in Palm Beach County. No remedy herein conferred 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 or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 19. **Enforcement Costs:** Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

Section 20. **Captions:** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 21. **Joint Preparation:** 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 constraint, be construed more severely against one of the parties than the other.

Section 22. **Severability:** Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

Section 23. **Notice:** All notices required under this Agreement shall be in writing and sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Executive Director  
Palm Tran  
3201 Electronics Way  
West Palm Beach, FL 33407-4618

and if sent to the Board shall be mailed to:

Director of Transportation  
The School District of Palm Beach County  
2275 Homewood Road  
West Palm Beach, FL 33406

Each party may change its address upon notice to the other.

Section 24. **Entirety of Agreement and Modifications:** The County and Board agree that this Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, and that there are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 25. **Survivability:** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement, shall survive its expiration or earlier termination.

Section 26. **Annual Appropriation:** Each party's obligations under this Agreement are contingent upon an annual budgetary appropriation by its governing body for the purposes described herein.

Section 27. **Limit of Obligations:** The County's obligations to Board shall be strictly limited to those expressly set forth in this Agreement. The County shall have no obligations to any person, student or entity that is in anyway associated with or might benefit from the terms of this Agreement and the usage of a bus pass. Nothing contained in this Agreement shall be construed as a waiver of the County's or Board's sovereign immunity except as expressly set forth in Section 768.28, Florida Statutes. Moreover,

this Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto. Nothing herein shall be deemed to constitute an imposition or acceptance by County or Board of any obligation, duty, responsibility or liability, not otherwise imposed by the express and unequivocal language of this Agreement.

**Section 28. Palm Beach County Office of the Inspector General Audit Requirements:** The County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present, and proposed contracts, transactions, accounts, and records relating to the Agency. The Inspector General has the power to subpoena witnesses, administer oaths, and require the production of records, and audit, investigate, monitor, and inspect the activities of the School District, its officers, agents, employees, and lobbyists solely relating to the School District's performance of this Contract in order to ensure compliance with the contract requirements and to detect corruption and/or fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a misdemeanor.

**Section 29. Non-Discrimination:** The Parties warrant and represent that will not discriminate against any employee or student because of race, age, religion, color, gender, national origin, familial status, gender identity or expression, marital status, disability or sexual orientation.

IN WITNESS WHEREOF, the County and Board have hereunto set their hands the day and year above written.

Attest: PALM BEACH COUNTY, FLORIDA, BY ITS  
Sharon R. Bock, Clerk & Comptroller BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
- Chairman

Attest: SCHOOL BOARD OF PALM BEACH  
COUNTY

By: W. J. Hre  
Superintendent of the School Board

By: Frank A. Barbieri, Jr.  
Chairman  
10-29-11

Approved as to Form  
and Legal Sufficiency

Approved as to Terms and Conditions

By: \_\_\_\_\_  
County Attorney

By: [Signature]  
Executive Director, Palm Tran

Approved as to Form  
and Legal Sufficiency

By: [Signature]  
School Board Attorney

Exhibit "A"

STUDENT RIDERS SAFETY RULES AND REGULATIONS

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

While riding on a Palm Tran bus students must understand that Palm Tran provides service to the entire general public not just school-age riders. Therefore, students are expected to be well-behaved at all times, and be respectful of the other patrons that are riding on the bus.

For everyone's benefit, students are expected to observe ALL OF Palm Tran's general rules and regulations and the following rules and regulations:

**WHILE WAITING FOR THE ARRIVAL OF THE BUS:**

- Wait at a Palm Tran bus stop sign standing well off the roadway at all times.
- Do not rough-house, fight, skateboard, roller blade or shove while at the bus stop.
- Wait until the bus has come to a complete stop and passengers, trying to leave, have gotten off the bus before approaching the bus to board.
- Have your bus pass with you. If you do not have your bus pass, you will have to pay a bus fare that day. Students are eligible for a one-way half fare.
- Follow the instructions of the bus drivers and other Palm Tran personnel.
- Enter the Palm Tran bus at the front door. Enter carefully, never run or jump onto the bus.

**WHILE ON BOARD THE BUS:**

- Do not run in the aisle or move from seat to seat.
- Do not play radios, CD's or cassette players without headsets.
- No yelling, loud talking or singing, or any other inappropriate behavior.
- Do not use profanity.
- Keep the aisle clear of books, art supplies, instruments, and sports equipment.
- Place items under the seat or on your lap. Do not place them on a seat that can be utilized by another passenger.
- Do not bring open food or drinks on the bus.
- Remain seated if seats are available. Standees must move to the rear of the bus as far as possible. **DO NOT** stand in the entrance or exit area.
- Give up designated seats to Senior citizens and disabled passengers.
- Ring the "stop request bell" at least one block from your desired stop, and remain seated until the bus comes to a complete stop.
- Exit the bus with care. Exit at the rear door whenever possible. Never run or jump from the bus.
- **DO NOT CROSS THE STREET IN FRONT OF THE BUS. WAIT UNTIL THE BUS HAS LEFT THE BUS STOP AND CROSS AT THE NEAREST CROSSWALK.**

**REMEMBER, PALM TRAN BUSES ARE NOT SCHOOL BUSES. TRAFFIC WILL NOT STOP AND WAIT FOR YOU TO CROSS THE STREET.**

Failure to follow these rules and regulations may result in loss of privilege to ride Palm Tran. Palm Tran Drivers may keep bus passes and have unruly passengers removed from the bus.

Each individual school may have additional rules and regulations.

C:\Documents and Settings\Mweed\Wpdata\MW\RulesRegSt