


Meeting Date: December 16, 2014 ☒ [X] Consent ☐ [] Regular
☐ [] Ordinance ☐ [] Public Hearing


Submitted By: Palm Tran
Submitted For: Palm Tran and Facilities, Development and Operations (FDO)

Motion and Title: Staff recommends motion to approve: a License Agreement (Agreement) with the School Board of Palm Beach County ("School Board") for use of the County's bus wash facilities, for a fee of \$18.56 per wash for the period December 16, 2014 to December 15, 2017.

Background and Justification: This Agreement permits the School Board to use the three (3) Palm Tran bus washes. The School Board has approximately 910 buses which require regular washing: 110 are leased under an agreement which specifies quarterly washes and the remaining 800 are normally washed twice per year. The School Board's bus wash is out of service and the Palm Tran bus washes have the capacity to provide this service. A license fee of \$18.56 per bus washed will recover Palm Tran's costs and is more economical for the School Board than hand washing. Palm Tran is currently providing similar assistance to the Sheriff's Department at the Belle Glade facility. The Federal Transit Administration, which provided funding for construction of the bus washes, has approved the use of the facilities for purposes for this Agreement.

1. License Agreement
2. Federal Transit Administration Incidental Use Authorization

Recommended By:  11-20-14
for Assistant Director Date

Approved By:  12-3-14
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	\$29,974	\$37,862	\$37,862	\$7,888	
External Revenues	(\$29,974)	(\$37,862)	(\$37,862)	(\$7,888)	
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0	0	0	
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included in Current Budget: Yes ☒ No

Budget Account No: Fund 1340 Dept 540 Unit 5101 Rev 4900
Source
Fund 1340 Dept 540 Unit 5140 Object Various

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

The bus wash fee of \$18.56 per wash covers Palm Tran's cost for the washes.

C. Departmental Fiscal Review: John Murphy
John Murphy, Finance Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Susan Heary 11/20/14 Barbara Wheeler 11-25-14
for OFMB for Contract Dev. and Control

B. Legal Sufficiency:

Assistant County Attorney 12/1/14

C. Other Department Review:

Department Director

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the constitution of the State of Florida, hereinafter referred to as "School Board" or "Licensee".

WITNESSETH:

WHEREAS, County is the owner of certain properties located in Palm Beach County, Florida, with addresses of: 1) 38601 James Wheeler Way, Belle Glade, Florida 33430; 2) 3201 Electronics Way, West Palm Beach, 33407; and 3) 100 North Congress Avenue, Delray Beach, FL 33445 (collectively the "Properties"); and

WHEREAS, the County owns and operates bus wash facilities at each of the Properties (collectively the "Bus Washes"); and

WHEREAS, the School Board owns 800 school buses and leases another 110 school buses in order to provide transportation throughout the County for students of the Palm Beach County School District; and

WHEREAS, the School Board seeks to maintain its school buses by quarterly washing of its leased school buses and semi-annual washes of its School Board owned school buses and has need of a cost efficient approach for such periodic washing; and

WHEREAS, County is willing to make the Bus Washes available for School Board to use on the terms and conditions set forth herein; and

WHEREAS, the County and the School Board agree that there is a mutual benefit to both parties in allowing the School Board to utilize the Bus Washes located at the Properties.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the School Board to be observed and performed, the County hereby grants the School Board a revocable license to use the Premises as hereinafter defined upon the following terms and conditions:

ARTICLE I BASIC PROVISIONS

Section 1.01 Recitals.

The foregoing recitals are true and correct and incorporated herein by reference.

Section 1.02 Premises.

The Premises which are the subject of this Agreement consists of the Bus Washes located at the Properties, as depicted in the Maps attached hereto as Exhibit "A", and made a part hereof (collectively the "Premises"). The Licensee accepts the Premises in "as is" condition. The County is in no way representing that the Premises are suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Section 1.03 Non-Exclusive License Agreement.

This Agreement is non-exclusive and County reserves the right to enter and use the Premises for its own purposes and to allow others to use the Premises.

Section 1.04 Length of Term, Hours of Operation and Effective Date.

The term of this Agreement shall commence on approval by the Palm Beach County Board of County Commissioners ("Effective Date"), and shall extend for a period of three (3) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. The Premises shall be available for use five (5) days a week, Monday through Friday, from 8:00 a.m. to 3:00 p.m., excluding County holidays and emergency closures. The parties may mutually agree to extend the Agreement for one (1) additional three (3) year term which shall include an updated per bus wash fee that reflects County's then- current costs and fees.

**ARTICLE II
LICENSE FEE**

The School Board shall pay the County a License Fee of Eighteen Dollars and Fifty Six cents (\$18.56) for each School Board use (per vehicle) of the Bus Washes. The License Fee shall be payable on a quarterly basis beginning ninety (90) days after the Effective Date.

The License Fee shall be paid to the County within thirty (30) days of receipt of County invoice and shall be remitted to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. All license fees shall be for the benefit of Palm Tran to offset operation and maintenance costs of the Bus Washes. In the event that the School Board disputes any portion of the County invoice, the School Board shall provide notice of the dispute to the County within the same time period for payment and the parties shall work in good faith to resolve the dispute.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY SCHOOL BOARD**

Section 3.01 Use of Premises.

School Board shall use the Premises solely and exclusively for the purpose of washing its school buses at the approximate number and frequency as further detailed in Exhibit "B" attached hereto and incorporated herein by reference. Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever. Licensee shall make no improvements, alterations or additions to the Premises. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises. This Agreement does not allow for use of the Premises by persons who are not employees of the School Board, including volunteers, nor does it allow the School Board access to any other structure on the Properties, but for the Bus Washes on the

Properties. School Board is not authorized to store, park, or leave any school bus unattended on the Properties. School Board shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, the School Board shall postpone its use of the Premises until the County notifies the School Board that it is safe to resume use of the Premises.

Section 3.02 Waste or Nuisance.

School Board shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or Properties or which may affect County's fee interest in the Premises. School Board shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in School Board's use or activity, on the Premises or Properties, or in any manner not permitted by law.

Section 3.03 Governmental Regulations.

School Board shall, at School Board's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to School Board's use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force, and all applicable State/County/Palm Tran rules, regulations, and policies and procedures now in force or which may hereafter be in force, pertaining to School Board's use of the Premises.

Section 3.04 Non-Discrimination.

Each party assures and certifies to the other that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity and expression, or genetic information with respect to their respective use of the Premises.

Section 3.05 Surrender of Premises.

Upon termination of each use of the Premises by the School Board, School Board at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in at the start of each period of use, normal wear and tear excepted.

ARTICLE IV
REPAIRS, MAINTENANCE AND OPERATIONS OF PREMISES

Section 4.01 Responsibility of School Board.

School Board has no responsibility for maintenance or repair of the Premises. Notwithstanding the foregoing, at the conclusion of each use, School Board shall deliver the Premises to County in good condition and repair, normal wear and tear excepted. In the event of any damage to the Premises caused by the School Board's use, County shall complete the necessary repairs and invoice the School Board for the costs of such repairs. School Board shall reimburse County for all reasonable costs and expenses incurred by County in repairing and restoring the Premises or any other damage to the Properties caused by School Board's use. Under no circumstance shall School Board make any repairs or perform any maintenance to the Premises.

Section 4.02 Responsibility of County.

County shall maintain, repair and keep the Premises in good condition and repair. Maintenance and repair shall be at County's cost and expense except for the reimbursement as may be required by School Board as set forth in Section 4.01. County shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Section and for purposes of inspection of the Premises generally. The County will exercise reasonable efforts to minimize interference with or disruption of the School Board's activity on the Premises; provided however, the County shall not be required to expend additional sums of money in order to comply with the foregoing. School Board agrees to adopt and enforce any reasonable access and operational rules and regulations necessary to assist the County in carrying out its maintenance responsibilities pursuant to this Section.

School Board acknowledges that there is no guarantee or warranty as to availability of the Bus Washes and County assumes no liability or responsibility for disruptions in School Board's use due to operational issues, necessary repairs or maintenance, or for any other reason.

County shall provide School Board with bus wash instructions and driver protocol to be used by School Board bus driver's when using the Bus Washes. School Board shall be responsible for distribution of the driver instructions and protocols to all drivers prior to their initial use of the Bus Washes.

ARTICLE V
REVOCATION OF LICENSE

Notwithstanding anything to the contrary contained herein, the rights granted to School Board hereunder amount only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever upon fifteen (15) days prior written notice to School Board. Upon School Board's receipt of notice from County of the revocation of the license granted hereby, School Board shall immediately vacate the Premises, whereupon this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

School Board shall have the right to terminate this Agreement for any reason whatsoever upon fifteen (15) days written notice to the County. Upon such termination, the County and the School Board shall be relieved of their obligations hereunder, except those obligations arising prior to such termination.

ARTICLE VI ACCESS

If during the Term of this Agreement the County implements an access code system in order to utilize the Bus Washes, the County shall provide the School Board with a code so that the School Board has access to the Bus Washes.

ARTICLE VII UTILITIES

The County will be solely responsible for all utility services at the Premises and will continue to supply customary and routine utility services to the Premises at County's sole cost and expense during the Term of this Agreement. County shall be solely responsible for, and shall promptly pay to the utility or other provider of such services, all charges and assessments for water, gas, electricity, trash collection and removal or any other utility used or consumed at the Premises. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

ARTICLE VIII SCHOOL BOARD RESPONSIBILITY FOR CLAIMS

School Board acknowledges that it shall have full control of, and full responsibility for, its activities, equipment, school buses and employees while at the Premises. School Board agrees to promptly consider and adjudicate any and all claims which may arise from its use of the Premises, including claims of School Board's employees, and to pay for any damage done to the Premises, or other County property. School Board shall give such consideration to all claims, demands, or suits arising directly or indirectly from School Board's use of the Premises. School Board shall immediately notify County of any claims, demands or suits arising from or related to School Board's use of the Premises

School Board agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of its employees. The parties acknowledge and it is expressly understood that the foregoing shall not constitute: (i) an agreement by School Board to indemnify the County; (ii) a waiver of sovereign immunity; (iii) a waiver of any right or defense that School Board has under Section 768.28, Florida Statutes, or any other statute; nor (iv) as consent to be sued by third parties.

ARTICLE IX GENERAL INSURANCE

Section 9.01 General Insurance Provisions.

School Board acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that School Board is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

In the event that School Board maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, School Board shall maintain said insurance policy at limits not less than \$500,000 each occurrence. School Board shall add the County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department. The additional insured endorsement shall provide coverage on a primary basis. School Board shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440 Florida Statutes.

If requested, School Board shall provide a statement or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status which the County agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing insurance requirements shall not relieve School Board of its liability and obligations under this Agreement. School Board's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the County.

ARTICLE X MISCELLANEOUS

Section 10.01 County's Representative.

The County's Representative for all operational matters during the Term of this Agreement shall be John Kavallunas, Maintenance Manager, an employee of Palm Tran, whose telephone number is (561) 841-4210, or such other person who may be designated by the County in writing from time to time.

Section 10.02 Notices.

All notices, consents, approvals, and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national

overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5:00 pm on a business day and on the next business day if transmitted after 5:00 pm or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Department of Facilities Development & Operations
Attn: Business and Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Fax: 561-233-0206

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone 561-355-2225
Fax 561-355-4398

(b) If to the School Board at:

Steven G. Bonino, Chief of Support Operations
Division of Support Operations
School District Palm Beach County
3300 Forest Hill Blvd., C-110
West Palm Beach, FL 33406
Fax: (561) 434-8815

With copy to:

General Counsel
PO Box 19239
West Palm Beach, Florida 33416-9239
Fax 561-357-7647

Any party may from time to time change the address at which notices under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

Section 10.03 Survival.

Notwithstanding anything herein that is or may be construed to the contrary, any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the Term of this Agreement shall survive the expiration or earlier termination of this Agreement.

Section 10.04 Entire Agreement.

This Agreement and any Exhibits attached hereto and forming a part hereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and School Board concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or School Board unless reduced to writing and signed by them.

Section 10.05 Inspectors General.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Office of the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the School Board, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 126.69, Florida Statutes, in the same manner as a second degree misdemeanor.

County agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the County with regard to this Agreement. The County employees, vendors, officers and agents shall furnish the School Board's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, the County understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).

Section 10.06 No Third Party Beneficiary.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the County and/or School Board.

Section 10.07 Annual Budgetary Funding.

This Agreement and all obligations of County hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

Section 10.08 Amendments.

No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed on behalf of each party hereto.

Section 10.09 Dispute Resolution.

In the event there is a dispute between the parties, they shall both make a good faith effort to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may, but are not required, to agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. No legal action shall be commenced for breach of this Agreement until the expiration of at least thirty (30) days from the date that party first delivers a written explanation of the nature of the purported breach to the other party. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.

Section 10.10 Governing Law and Venue.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

Section 10.11 Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

Section 10.12 Recording.

No party shall present this Agreement or any memorandum or short form thereof to the Clerk of the Circuit Court for recording in the official records as contemplated by §28.222, Florida Statutes.

Section 10.13 Severability.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect

any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

Section 10.14 Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

Section 10.15 Waiver.

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, County and School Board have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


APPROVED AS TO TERMS AND
CONDITIONS

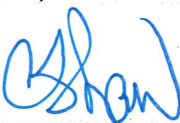
By:  _____
County Attorney

By:  _____
Department Director

ATTEST

SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA

By:  _____
E. Wayne Gent, Superintendent

By:  _____
Chuck Shaw, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

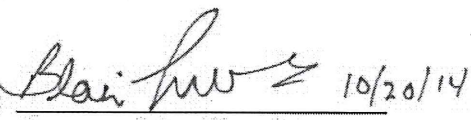
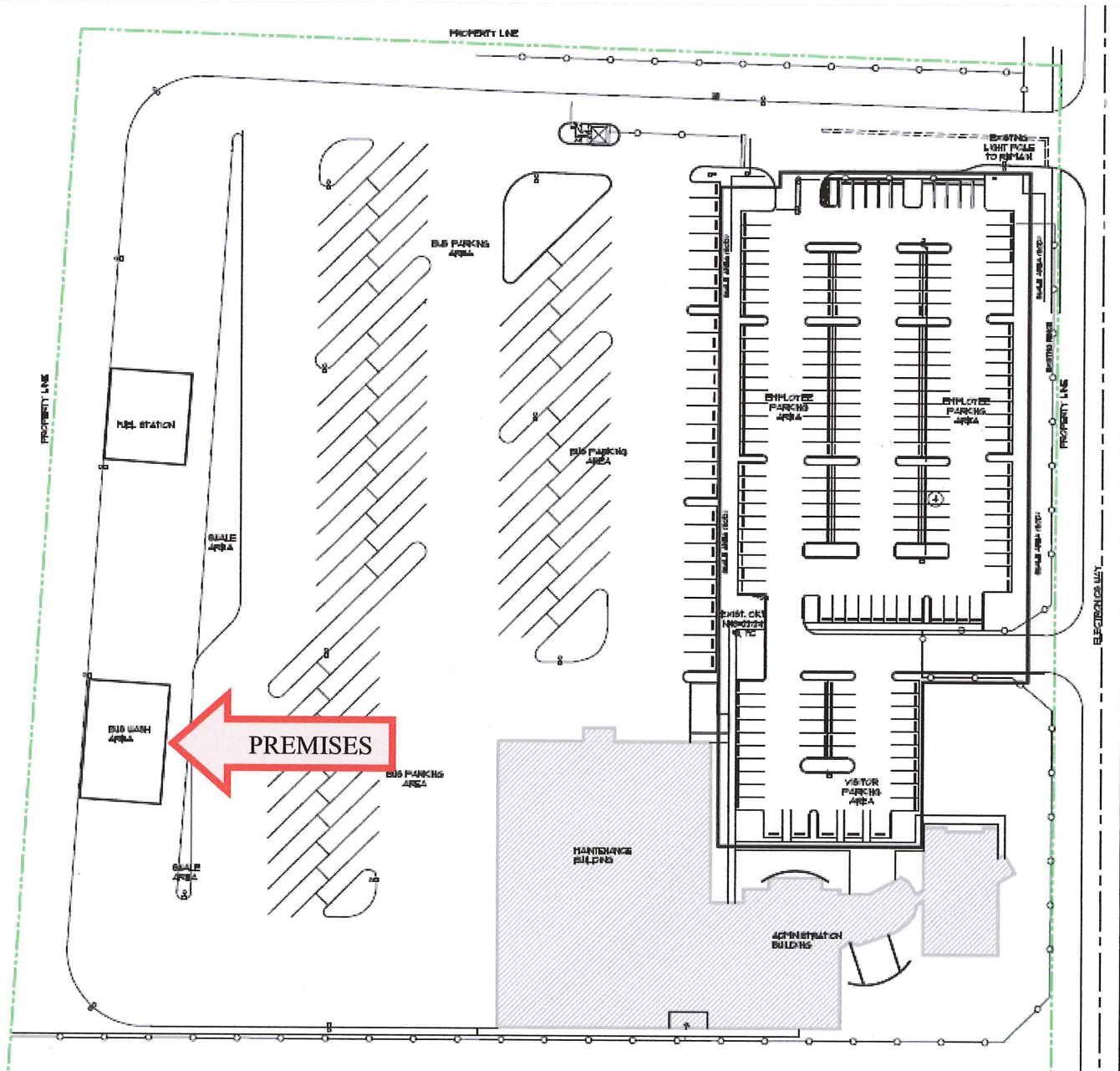
By:  10/20/14
Signature, School Board Attorney
Blair Littlejohn
Printed Name

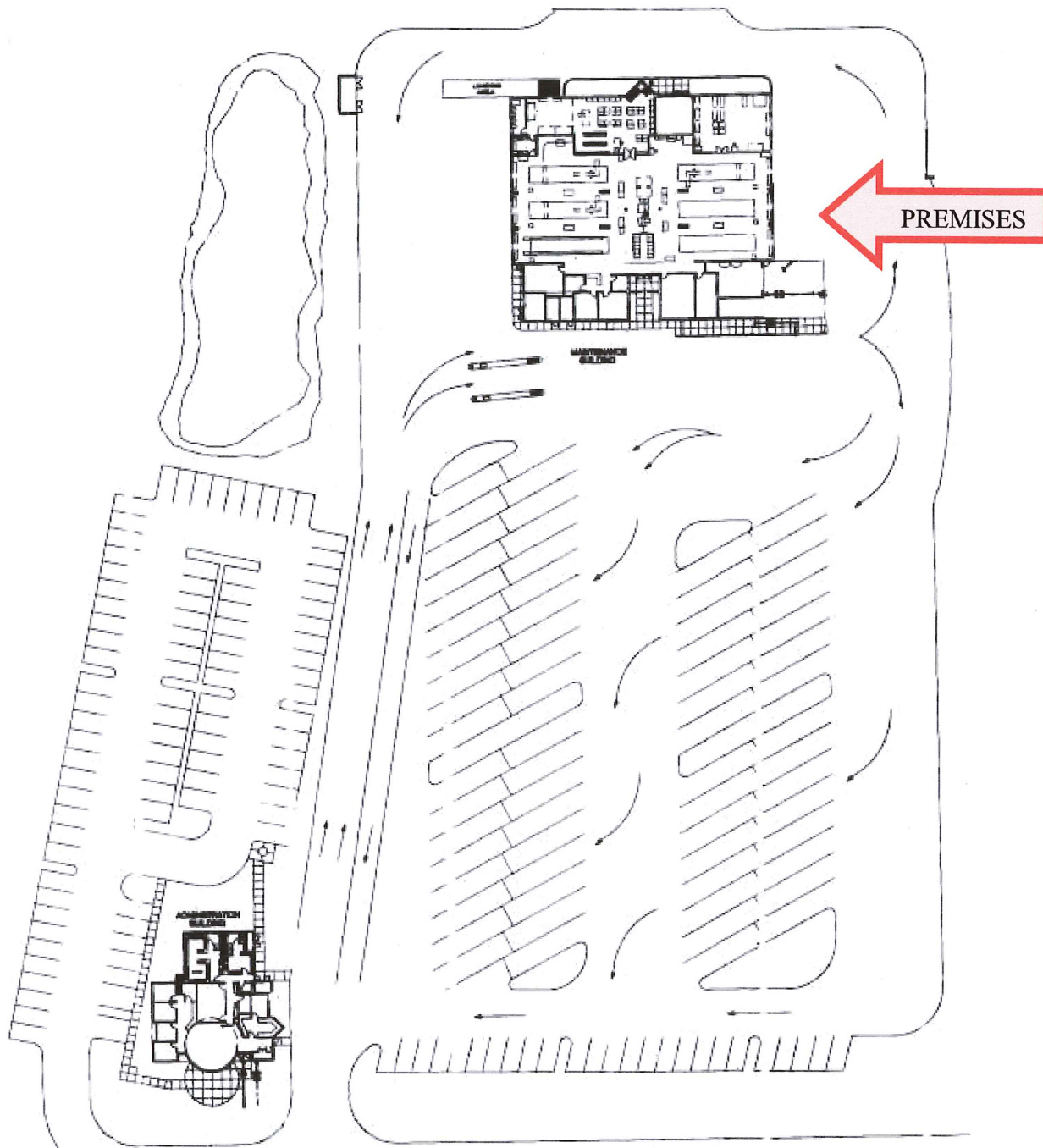
EXHIBIT "A"
THE PREMISES
Composite Exhibit Consisting of A-1, A-2 and A-3

EXHIBIT "A-1"



PALM TRAN
100 N CONGRESS AVE
DELRAY BEACH, FL

EXHIBIT "A-2"



PALM TRAN
38601 JAMES WHEELER WAY
BELLE GLADE, FL

EXHIBIT "A-3"

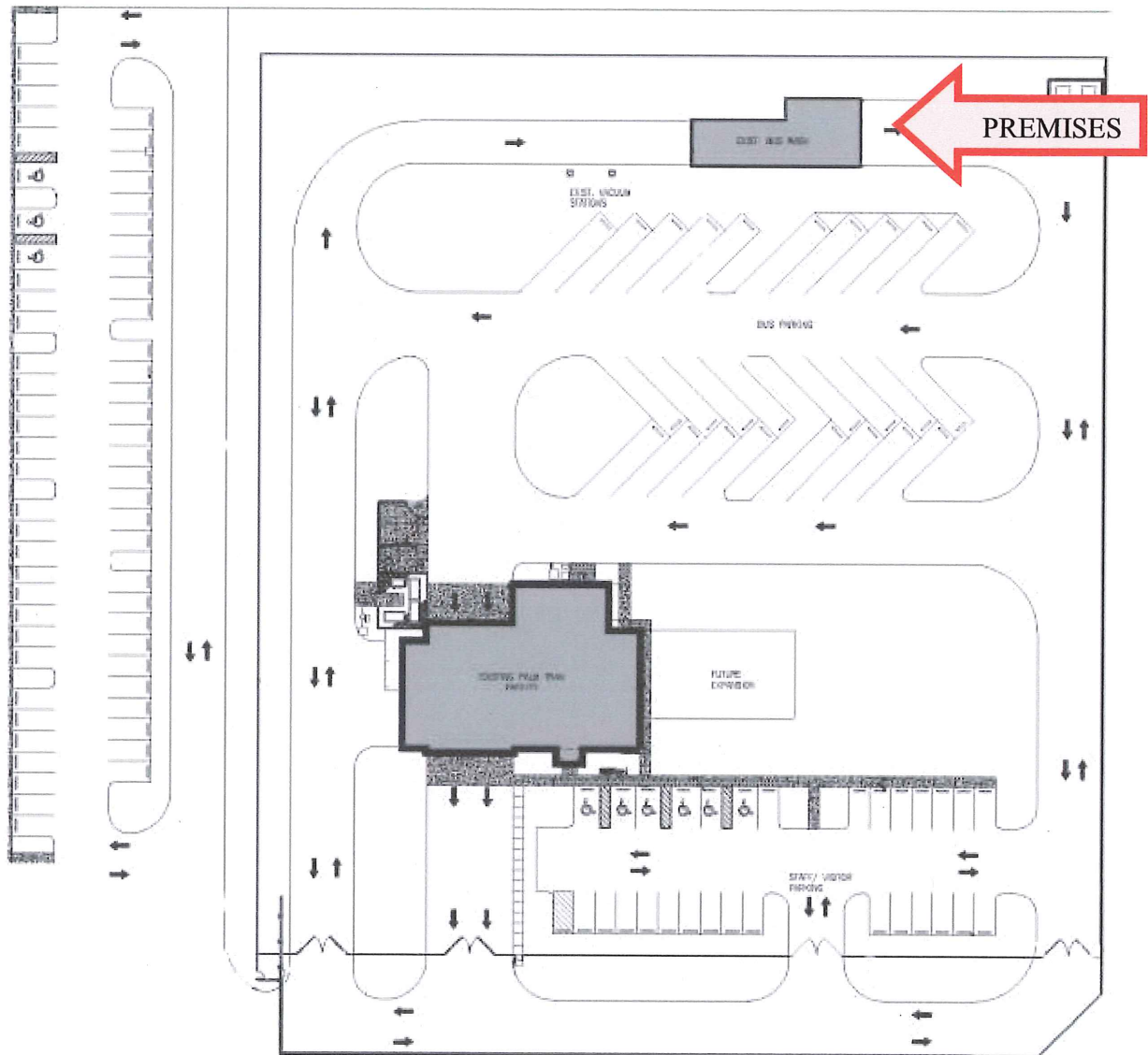


EXHIBIT "B"

BUS WASH COST ASSUMPTIONS

The License Fee is calculated assuming
estimated usage of the facilities as set forth below.

Description	Estimated number of Buses using the Bus Washes	Average annual number of washes
Leased Buses	110	440
Other Buses	800	1600
Totals	910	2040

At least ninety (90) days before the expiration of the initial term of this Agreement, the County will provide School Board with the County's per bus washing fee for the renewal term based on County's then-current costs and fees.

Name of Contract: Bus Washing Agreement with Palm Beach County

Board Item

September 17, 2014 Board Meeting Date**CONTRACT REVIEW AS TO FORM AND LEGAL SUFFICIENCY CHECKLIST**Contract Action: ☒ New ☐ Renewal ☐ Amendment/Modification/Change OrderPBSD Contract Form: ☐ Yes ☒ NoSchool/Department Requesting Review as to Form and Legal Sufficiency: Planning and Intergovernmental RelationsDoes the Request for Legal Review indicate that the Chief, Assistant Superintendent, Director or Principal reviewed and approved the content of the Contract ☒ Yes ☐ No

Contract Terms:	Comments/Specific Provision in Contract
Term (Duration of Contract)	See Section 1.04 3 years with one 3 year extension
Termination Clause	See Article V. County can terminate with 15 days notice.
Insurance	See Section 9.01
Indemnification	See Article VIII
Liability Provisions	See Article VIII
Confidentiality Provision	N/A
Warranties	None
Labor Issues	N/A
Disclaimers	See Section 1.02
Background Screening	N/A
Non-Discrimination- <input type="checkbox"/> Policy 6.144	
<input checked="" type="checkbox"/> Other	See Section 3.04
Inspector General Provision	See Section 10.05
Public Records Provision- <input checked="" type="checkbox"/> §119.0701, FS <input type="checkbox"/> Other	
Governing Law	See Section 10.11
<input checked="" type="checkbox"/> Florida <input type="checkbox"/> Other	
Venue	See Section 10.10
<input checked="" type="checkbox"/> Palm Beach <input type="checkbox"/> Other	

Business Principles	Comments
Fees: Total Value	\$18.56/bus
Fees: Per Fiscal Year	Estimated \$37,862.40 annually
Payment Terms, i.e. --Lump sum, installments --Late fees	Fees are payable quarterly
Other Issues:	Comments
Beneficial Interest Affidavit	N/A
Non-Negotiable Issues/ Miscellaneous Issues	None
Special Considerations	<p>Reviewed and approved as to form and legal sufficiency, only. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Consistent with applicable laws. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Consistent with applicable policies including, but not limited to, Procurement policies. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

By: Blair Little10/20/14
Blair LittleJohn



U.S. Department
of Transportation
**Federal Transit
Administration**

REGION IV
Alabama, Florida, Georgia, 230 Peachtree St., N.W.,
Kentucky, Mississippi, Suite 800
North Carolina, Puerto Atlanta, GA 30303
Rico, South Carolina, 404-865-5600
Tennessee, Virgin Islands 404-865-5605 (fax)

NOV 3 2014

Ms. Shannon R. LaRocque, P.E.
Assistant County Administrator
Interim Executive Director, Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407-4618

Re: Incidental Use Request of Palm Tran Bus Washers with the School District of Palm Beach County and the Palm Beach County Sheriff's Office

Dear Ms. LaRocque:

The Federal Transit Administration (FTA) received your letter dated June 11, 2014, which was later replaced by your September 15, 2014 letter requesting FTA concurrence to for the incidental use of Palm Tran bus washers. FTA concurs with your request.

FTA understands that Palm Tran will enter into separate agreements with the School District of Palm Beach County and the Palm Beach County Sheriff's Office. The term for this incidental use is three years. Palm Tran is required to maintain satisfactory continuing control over the bus washers and all improvements, this incidental use must not in any way interfere with the grantee's continued ability to carry out the transit project or program, and any income received from the authorized incidental use may be retained by the grantee (without returning the Federal share) if the income is used for eligible transit capital, and operating expenses.

If you have additional questions or need further assistance regarding this matter, please feel free to contact Ms. Margarita Sandberg of my staff. You can reach her by telephone at (404) 865-5612 or by e-mail at margarita.sandberg@dot.gov.

Sincerely,

A handwritten signature in cursive script, reading "Yvette D. Taylor".

Yvette Taylor, Ph.D.
Regional Administrator