

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital					
Expenditures					
Operating Costs					
External Revenues	(\$94,632)	(\$99,363)	(\$104,331)		
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$94,632)	(\$99,363)	(\$104,331)		
No. ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current ^{and Proposed} Budget? Yes X No
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5101
 Object 4434 Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 The estimates for the Summary of Fiscal Impact were based on a projected increase of 5% in the number of passes sold per year for the length of the contract.

C. Departmental Fiscal Review: *Michael Williams* FOR
 Michael Williams, Finance Manager

III. REVIEW COMMENTS

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

[Signature] 6/10/16
 OFMB Ex 6/08
 6/19

[Signature] 6/14/16
 Contract Dev. and Control
 6/14/16

B. Legal Sufficiency:
[Signature] 6/14/16
 Assistant County Attorney

Documentation was received evidencing the School Board's approval of the agreement and its execution by the School Board's Chairman, Charles (Chuck) Shaw.

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 June, 2016, 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, 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 daily, monthly, and semester bus passes to Board for certain School District of Palm Beach, 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 daily, monthly, and semester bus passes available to the Board for use by certain School District students in accordance with the provisions of this Agreement; and

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 the Agreement, are true and correct and incorporated into the Agreement by reference.

Section 2. **Term:** The term of the Agreement shall be from July 1, 2016 until June 30, 2019.

Section 3. **Purpose:** The purpose of the Agreement is to set forth the various duties, rights, and obligation 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 Board.

Section 4. **Representatives:** The County's representative and monitor during the performance of the Agreement shall be Palm Tran's Executive Director, whose telephone number is (561) 842-4200. The Board's representative and monitor during the performance of this

Agreement shall be the School District's Transportation Services Director, whose telephone number is (561) 242-8312.

Section 5: Purchase of Passes:

- A. Palm Tran student semester (20 week) 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 \$250.00 each.
- B. Monthly (31 day) student bus passes may be purchased at a cost of \$55.00 each.
- C. One day bus passes may be purchased during the term of this Agreement at a cost of \$3.50 each.

If the County increases its bus pass fares during the term of this agreement, the County may increase the cost of any or all of bus passes available for purchase under this section.

Section 6: Invoicing: County will invoice the Board for each bus pass received by the Board under this Agreement referencing the purchase order number, if any. Within thirty (30 days) of the School District's Accounting Services Department receipt of each invoice, at 3300 Forest Hill Blvd., Suite A323, West Palm Beach, FL 33406, 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 7: Audit: All records relating to this Agreement shall be maintained by the parties for five (5) years after the expiration of the Agreement or after the conclusion of an audit or litigation arising under the Agreement, whichever period is greater. 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 8: Refunds and Replacements: Accept 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 if a pass is returned to Palm Tran, 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 thirty (30) 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 a student need a second replacement pass and the Director of Palm Tran decides to make it

available, the Board shall pay the pro rata per month cost for any months remaining in the semester, including the month the second replacement pass is issued.

Section 9: 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 8 above. Further the Board acknowledges that Palm Tran is operating public transportation and these students are boarding public buses for the purpose of going to and from school only.

Section 10: 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 11. 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, except as specifically provided herein.

Section 12. Compliance with Palm Tran's and 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 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 13: 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 the 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 the 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 14. **No Agency Relationship:** Nothing contained herein shall create an agency relationship between Board and County or Board and Palm Tran, Inc.

Section 15. **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 16. **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 17. **Captions:** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 18. **Joint Preparation:** The preparation of the 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 19. **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 the Agreement.

Section 20. **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:

Clinton B. Forbes, Executive Director
Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407

and if sent to the Board shall be mailed to:

Director of Transportation
The School District of Palm Beach County, FL
2775 Homewood Road
West Palm Beach, FL 33406
and

Director of Purchasing
The School District of Palm Beach County, FL
3300 Forest Hill Blvd.
West Palm Beach, FL 33406

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

Section 21. 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 22. 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 23. 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 24. Limit of Obligations: The County's obligations to Board shall be strictly limited to those expressly set forth in 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. 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; as agreement by either party to indemnify the other; or a consent to be sued by third parties. 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 25. Palm Beach County Office of the Inspector General Audit Requirements: 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 Inspector General's authority includes, but is not limited to the power 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 any contractor, 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 interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a misdemeanor.

School District of Palm Beach County Office of the Inspector General Audit Requirements:

Palm Beach County agrees and understands that the School District's Office of Inspector General shall have immediate access to all non confidential or non exempt financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"), except as specifically prohibited by law. Palm Beach County shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of Palm Beach County or its subcontractor. Palm Beach County understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at <http://www.palmbeachschools.org/policies/>.

Section 26. Non-Discrimination: The Parties warrant and represent that all of its employees and students are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

Board has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Board does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Board will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

(Remainder of Page Intentionally Left Blank)

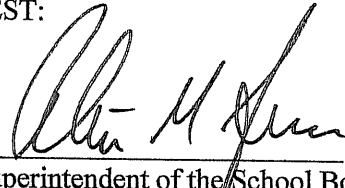
IN WITNESS WHEREOF, the County and Board have duly executed this Agreement on the day and year first above written.

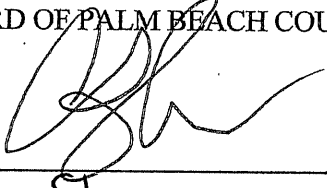
ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor


ATTEST:
By: 
Superintendent of the School Board

SCHOOL BOARD OF PALM BEACH COUNTY
By: 
Chuck Shaw

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

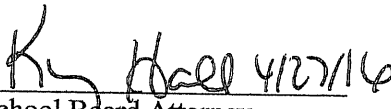
APPROVED AS TO TERMS
AND CONDITIONS

County Attorney



Clinton B. Forbes
Executive Director, Palm Tran

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



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.