

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023	2024
Capital Expenditures						
Operating Costs						
External Revenues	(\$19,810)	(\$83,200)	(\$87,360)	(\$91,728)	(\$96,315)	(\$75,848)
Program Income(County)						
In-Kind Match(County						
NET FISCAL IMPACT	(\$19,810)	(\$83,200)	(\$87,360)	(\$91,728)	(\$96,315)	(\$75,848)
#ADDITIONAL FTE	0	0	0	0	0	0
POSITIONS (CUMULATIVE						

Is Item Included in Current Budget?	<u>Yes</u>	No
Does this item include the use of federal funds?	Yes	<u>No</u>

Budget Account No: Fund 1340 Department 540 Unit 5101 Object Var

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

The Palm Beach School Board purchases an average of \$6,603.19 worth of passes each month. Based on the School Board's ticket purchasing trend over the past 3 years, Palm Tran is projecting a 5% increase each year.

C. Departmental Fiscal Review: Carol Richmond 5/23/19
Carol Richmond, Interim Director Administrative Services

III. REVIEW COMMENTS:

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

John R. Clifton
OFMB ²³ 4/10 74/7


rol Comments:

Ann S. Jacobson 6/13/19

Contract Dev. & Control

6/13/19

B. Legal Sufficiency

 6/17/15
Assistant County Attorney
The argument was not executed by the
School Board at the time of legal review.
Other Department Review

C. Other Department Review

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT

**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, 2019, 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 and monthly 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 and monthly 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 this Bus Pass Agreement (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, 2019 until June 30, 2024.

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 to access Palm Tran's fixed route public transportation system.

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: Palm Tran bus passes, usable only upon its fixed route public transportation system, may be purchased by the Board for use by its middle and high school students as follows:

A. Monthly (31 day) student bus passes may be purchased at a cost of \$55.00 each.

B. One day bus passes may be purchased at a cost of \$3.50 each.

If the County increases its bus pass fares or offers to the public new or other types of bus passes during the term of this Agreement, the County reserves the right to increase the cost of the monthly or one day bus pass identified above or to eliminate such passes and to make other types of bus passes available for purchase under this Agreement at the rates or fares established by County, as they may be modified during the term of this Agreement.

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 Palm Beach County Board of County Commissioners, Finance Department, P.O. Box 4036, West Palm Beach, FL 33402-4036, or to the address indicated on the invoice issued by Palm Beach County Finance Department.

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 or other authorized representative.

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 (for a month or longer) is returned to Palm Tran, the County will refund to the Board the sum equivalent to the pro rata portion of any days remaining on the pass, in excess of fifty percent (50%) of the initial cost of the 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 a monthly 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 agree 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) per pass, to offset administrative costs.

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 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. Neither the student (or student's parent or guardian) 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 in Section 8 above. Further, the Board acknowledges that Palm Tran is operating public transportation that is open and accessible to the public. Palm Tran is not engaged in the transportation of students under Section 1006.22, F.S., and this is not a contract for transportation services. Rather, Palm Tran is making bus passes available for purchase by the Board as provided in this Agreement. Students with a proper bus pass provided to the student by the School Board to access Palm Tran's fixed route public transportation system may use the bus pass outside of school hours as permitted by the Board.

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 Palm Tran's rule regarding unaccompanied minors (i.e., that children eight (8) years or younger must be accompanied by an adult) as set forth herein. The Board acknowledges and agrees to issue and record the passes to individual students.

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, any student, or other person or entity 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 Board 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. Rules, regulations, policies, and procedures regulating or pertaining to Palm Tran's passengers are generally located within Palm Tran's Rider's 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 days remaining for each pass purchased hereunder as provided in Section 8 of this Agreement.

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 obligation 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, or to any other person or entity. 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 an 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. Nothing contained herein shall be deemed to alter the County's, Palm Tran's or the Board's authority.

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, Sections 2-421 through 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 interfering with or impeding any investigation is a violation of Palm Beach County Code, Sections 2-421 through 2-440, and punishable 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: County agrees and understands that the School District's Office of Inspector General shall have immediate access to all nonconfidential or nonexempt 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 Board funds ("Information and Records"), except as specifically prohibited by law. 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 County or its subcontractor. County understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092, to the extent applicable. Such policy is located at <http://www.palmbeachschools.org/policies/>.

Section 26. Non-Discrimination:

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended. Each party warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees 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. Failure to meet this requirement shall be considered a default of this Agreement.

(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: _____
Mack Bernard, Mayor

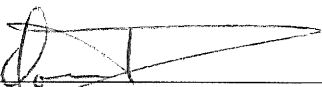
ATTEST:

SCHOOL BOARD OF PALM BEACH COUNTY

By: _____

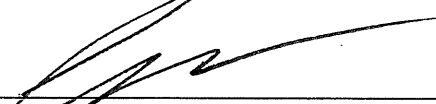
By: _____
Superintendent of the School Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



County Attorney

APPROVED AS TO TERMS
AND CONDITIONS



Clinton B. Forbes
Executive Director, Palm Tran

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Office of General Counsel
School Board

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.