

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: December 2, 2025

[X] Consent

[] Regular

Department: Palm Tran

[] Ordinance

[] Public Hearing

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I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** a Memorandum of Understanding (MOU) between Lively Technical College and Palm Beach County (County), by and through its Board of County Commissioners (BCC), to provide use of the Palm Tran Maintenance facilities for participants of the Florida Department of Transportation (FDOT) and Lively Technical College Florida Transit Technician Program (FTTP).

Summary: This MOU establishes a partnership between Lively Technical College and County to utilize Palm Tran’s maintenance facilities as a training site for the FTTP. The MOU supports hands-on instruction for technicians and trainees, enhancing workforce skills in key areas of bus maintenance and operations at no cost to County. Technicians and Trainees program participants may come from other Agencies outside of County. These Participants and Participating Agencies will be required to sign a Release of Liability and Workers’ Compensation Certification as a condition of participating in the program at Palm Tran. This requires Participants and their Participating Agencies to release and hold harmless Palm Tran, County, and their respective officers, employees, agents, and affiliates from any and all claims, liabilities, damages, or injuries (including death) that may arise out of or in connection with the Participant’s attendance, participation, or presence at the Palm Tran Instruction Site. The certification also requires Participating Agencies to certify that all maintenance technicians attending training at Palm Tran’s Instruction Site are covered under the Participating Agency’s workers’ compensation insurance policy during the entire duration of their training. **Countywide (MM)**

Background and Justification: Lively Technical College and the Florida Department of Transportation formed the FTTP to provide an array of quality training opportunities for agency technicians in all major systems of the transit bus. These training opportunities focus on many areas, such as instruction in air brakes, Cummins engine modules, multiplex systems, HVAC, doors, and wheelchair lifts and ramps. All training is provided at no cost to the host agencies or participants.

Attachments:

1. Memorandum of Understanding (MOU)
2. Release of Liability and Worker’s Compensation Certification

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Recommended By: _____

Executive DirectorDate

Approved By: _____

Chief Deputy County AdministratorDate

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$0				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

Is Item Included in the Current Budget?

☐Yes☒No

Does this item include the use of federal funds?

☐Yes☒No

Does this item include the use of state funds?

☐Yes☒No

Budget Account No:

Fund

Department

Units

Object

RSRC

1340

542

5049 and 5051

various

3449

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

C. Departmental Fiscal Review:

Barbara Hiller, Director of Admin Services

III. REVIEW COMMENTS:

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

OFMB

Contract Dev. & Control

B. Legal Sufficiency

Assistant County Attorney

C. Other Department Review

Department Director

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



Memorandum of Understanding (MOU)

Between

Lively Technical College

And Palm Beach County

Training Facility Use

Lively Technical College offers training for transit technicians and has requested the use of the Palm Beach County ("County") Palm Tran training facility for performing instruction for its classes. County is agreeable to allowing access to Lively Technical College to a training facility for technicians under the terms and conditions of this agreement. In consideration of the mutual agreements contained herein, the parties agree as follows:

1. Palm Beach County agrees to provide at no cost to Lively Technical College access to County's existing Palm Tran training facilities for technicians including its training bay and classroom.
2. County shall make available parking for technicians to attend the training in the parking lot available to members of the public that visit County's facility.
3. County shall provide and pay for any utilities ["utilities" needs to be defined to avoid any confusion over what Palm Beach County will be providing/paying for here] utilized by Lively Technical College during
4. its use of the training bay and/or classroom at County's facility.
County shall pay for and provide any utilities necessary to operate any training modules provided for and
5. used by Lively Technical College during the training provided at the County facility.
Palm Beach County will make available equipment such as bus part training modules, if available and not
6. in use, to be used for hands-on training while providing instruction at County's facility.
County shall also provide various expendables to be utilized by Lively Technical College during the
7. training provided at County's facilities including such items as rags and floor sweep.
County shall also provide appropriate workspace, desks, etc. for Lively Technical College use to store
8. small items and to prepare for classes.
Lively Technical College shall provide at no cost to and be responsible for providing the training
9. instructor for all classes offered at County's facility.
Lively Technical College shall also provide the curriculum, books, study guides, training modules and all
10. other relevant training material for the classes.
11. Lively Technical College shall provide hands-on training modules as dictated by the curriculum. County shall be responsible for all damage to or theft of training modules delivered to and stored at County's
12. facility when not in use by Lively Technical College [I recommend that this be explicitly stated in the Agenda Item for this agreement and be approved by the BCC].
13. Lively Technical College shall be responsible for and pay the cost of all shipping of training modules to be used for training to and from County's facility.
Lively Technical College shall be responsible for the costs of removal from County's facility of any
14. Lively Technical College shall be responsible for data collection and analysis of program tenets, structure and results.
15. Lively Technical College shall be responsible for all administrative tasks associated with the registration, training and certification of all participants.



BJ Van Camp
Director

Matt Zadra
Assistant Director

Roderick Duckworth
Assistant Director

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16. County will have full, unrestricted use of any training modules utilized or provided by Lively Technical College and stored or housed at County's facility when not in use by Lively Technical College's instructor.
17. It is further understood and agreed that technicians attending the training provided by Lively Technical College will be registered as Lively Technical College students.
18. Participants understand that training activities, particularly those involving technical, mechanical, or hands-on instruction, may involve inherent risks of injury, damage to personal property or other unforeseen hazards. By enrolling in the training, participants voluntarily assume all such risks. The instructor will, however, receive training on appropriate emergency response protocol from the facility and adhere to these procedures. Additionally, County shall maintain self-insurance of at least \$500,000 for property and \$200,000 per person, \$300,000 per occurrence (or such monetary limits as defined by F.S. 768.28) for liability.
19. Participants and Participating Agencies not affiliated with the County shall, as a necessary condition of participating in this program, agree to and sign the attached Release of Liability and Worker's Compensation Certification, incorporated herein and made a part of this Memorandum of Understanding.
20. Any party may terminate this agreement without cause with thirty (30) days written notice to the other parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date and year first above written.

PALMTRAN

**LEON COUNTY SCHOOLS/LIVELY TECHNICAL
COLLEGE/FLORIDA DEPARTMENT OF
TRANSPORTATION**

BY:

Name: _____

Title: _____

Date: _____

Name: _____

Title: Lively Technical College Director

Date: _____

Lively Technical College Training Program at Palm Tran

Release of Liability and Workers' Compensation Certification

1. Purpose

This Release of Liability and Certification is executed by the undersigned transit agency ("Participating Agency") and its designated maintenance technician(s) ("Participant") in connection with attendance at maintenance training conducted by Lively Technical College at Palm Tran's Instruction Site located in Palm Beach County, Florida.

2. Release of Liability

In consideration of being permitted to participate in maintenance training at Palm Tran facilities, the Participant and the Participating Agency hereby release and hold harmless Palm Tran, Palm Beach County, and their respective officers, employees, agents, and affiliates from any and all claims, liabilities, damages, or injuries (including death) that may arise out of or in connection with the Participant's attendance, participation, or presence at the Palm Tran Instruction Site.

This release applies to any injury or loss sustained by the Participant while on Palm Tran property or during any training-related activity, whether caused by negligence or otherwise, to the fullest extent permitted by law.

3. Workers' Compensation Coverage

The Participating Agency certifies that all maintenance technicians attending training at Palm Tran's Instruction Site are covered under the Participating Agency's workers' compensation insurance policy during the entire duration of their training. The Participating Agency agrees to maintain such coverage and assumes full responsibility for any workers' compensation claims arising from incidents occurring during training.

4. Acknowledgment

By signing below, the Participating Agency and Participant acknowledge that they have read and understood this Release of Liability and Certification, and agree to its terms voluntarily and without duress.

Transit Agency Name: _____

Authorized Representative Name & Title: _____

Signature: _____ **Date:** _____

Participant Name: _____

Signature: _____ **Date:** _____