



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.9.

4/9/2024

Subject:

Approval of Coordination Agreement, Re: Bus Transportation Services with School Board of Brevard County

Fiscal Impact:

Up to \$600,000 for the length of the contract-

Dept/Office:

Transit Services

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to sign the Coordination Agreement between School Board of Brevard County and Brevard County for the purpose of Bus Transportation Services.

Summary Explanation and Background:

Chapter 427.0158, of the Florida Statutes, allows joint use of School buses for the purpose of providing transportation service to the transportation disadvantaged. This Coordination Agreement is necessary to meet the needs of County Finance, School Board Finance Officials, and the Florida Commission for the Transportation Disadvantaged to delineate the specific terms of coordination and use of school buses in Brevard County.

Space Coast Area Transit's fleet is currently not large enough to handle all demands; therefore, this Coordination Agreement would allow the School Board to assist in meeting additional needs of the community. Previously, all of the trips operated by the School Board on behalf of Brevard County occur during the summer months for various special recreating and training programs. This Agreement will also allow Space Coast Area Transit to utilize School Buses for other Transportation Disadvantaged Service, if necessary.

Under this Agreement, the School Board bills Space Coast Area Transit for the cost of the trips based on the average school bus driver's salary and a set fee per mile. The rates are set yearly by the School Board and Space Coast Area Transit is notified before June 1st. This Agreement is for a period of 3 years, beginning on May 1, 2024, ending on April 30, 2027.

All of the School Board transportation costs are billed back to the County and City Parks and Recreation Departments. The cost of administering the Agreement to Space Coast Area Transit is approximately 68 hours of staff time to coordinate billings and payments. Although, Space Coast Area Transit does not retain any of the funding, they utilize the passenger trip data in their State Transportation Disadvantaged reports to

generate additional funding yearly. If the number of passenger trips increase, then Space Coast Area Transit's Transportation Disadvantaged funding would increase.

Clerk to the Board Instructions:

Please have the Chair sign the attached Agreement and forward two copies to Transit Services with the Board Memorandum.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

April 10, 2024

M E M O R A N D U M

TO: Terry Jordan, Transit Services Director

RE: Item F.9., Approval of Coordination Agreement for the Bus Transportation Services with School Board of Brevard County

The Board of County Commissioners, in regular session on April 9, 2024, executed and approved the Transportation Coordination Agreement between the School Board of Brevard County and Brevard County for the purpose of Bus Transportation Services. Enclosed are two executed Agreements.

Upon execution by Brevard County School Board, please return a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/ds

Encls. (2)

cc: Finance
Budget

TRANSPORTATION COORDINATION AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of April, 2024, by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS with offices at 2725 Judge Fran Jamieson Way, Viera, Florida 32940, referred to as "COUNTY," and the SCHOOL BOARD OF BREVARD COUNTY, with offices at 2700 Judge Fran Jamieson Way, Viera, Florida 32940-6699, hereinafter referred to as "SCHOOL BOARD."

WHEREAS, SCHOOL BOARD owns and operates a fleet of buses for transportation of pupils to schools and school related activities, and;

WHEREAS, COUNTY, though Space Coast Area Transit provides transportation services to government agencies and private non-profit organizations servicing the transportation disadvantaged citizens of Brevard County, hereinafter "sponsoring agencies," and;

WHEREAS, COUNTY is eligible to use school buses to provide service for the transportation disadvantaged as provided in Florida Statute 1006.261 and Chapter 427, and

WHEREAS, the parties for and in consideration of the mutual and reciprocal covenants and agreements hereinafter contained do contract and agree as follows to wit, and;

1. TERM: The term of this Agreement shall be for a period of three years and is effective beginning May 1, 2024, through April 30, 2027. The Agreement shall be effective for the dates and times mutually agreed upon by the parties.
2. PAYMENT OF OPERATING COSTS BY COUNTY: The COUNTY agrees to reimburse the SCHOOL BOARD for the average cost of driver salaries, including fringe benefits, for all trips made pursuant to this Agreement. The SCHOOL BOARD shall submit a letter to the COUNTY by June 1 of each year (for the term of this contract), which sets out such costs. The letter shall identify the average cost of drivers' salaries and benefits on an hourly basis that will be the rate effective until the following June 1st date.

The COUNTY agrees to reimburse the SCHOOL BOARD for other operating costs (including tolls and including pro-rata share of depreciation on each school bus used). The COUNTY shall pay the SCHOOL BOARD \$3.15 per mile to pay for these costs. Due to the uncertain cost of petroleum products, SCHOOL BOARD reserves the right to review monthly and increase, if necessary, the \$3.15 per mile charge to insure that it is recovering in full the operating costs. SCHOOL BOARD shall notify the COUNTY in writing 30 days in advance of the effective date of any changes to the per mile operating cost.

The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

3. TERMINATION:

- a. Termination for Convenience: Either party may terminate this Agreement at any time by giving written notice to the other party of such termination, specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. The SCHOOL BOARD shall not be required to provide any transportation services after the effective date of the termination, and likewise the COUNTY shall only be responsible for reimbursing the SCHOOL BOARD for services provided up to the effective date of termination.
- b. Termination - Lack of Funds: In the event funds to finance this Agreement or any part thereof shall become unavailable, a party shall provide written notice to the other party within twenty-four (24) hours of receipt of said information (of the lack of available funds) and of its intent to terminate said Agreement. This Agreement shall then be considered terminated 24 hours after receipt of the written notice. The SCHOOL BOARD shall not be required to provide any transportation services after the effective date of termination, and likewise the COUNTY shall only be responsible for reimbursing the SCHOOL BOARD for services provided up the effective date of the termination.

4. TRANSPORATION NEEDS: The parties shall discuss and jointly plan the transportation needs of the COUNTY and the approximate number of school buses that may be made available by the School Board to the COUNTY to meet those needs; however, nothing contained herein nor in the School Board's semi-annual report of vehicle availability will obligate SCHOOL BOARD to provide buses to the COUNTY if it is deemed by SCHOOL BOARD that such action will reduce, delay, or interfere with the transportation of pupils for the school system.

5. INDEMNIFICATION AND HOLD HARMLESS: To the extent permitted by law, the SCHOOL BOARD shall indemnify and hold harmless the County and its agents and employees from and against all liability, claims, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its event under this agreement, where such liability, claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the SCHOOL BOARD, or anyone directly or indirectly employed by the SCHOOL BOARD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the SCHOOL BOARD, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration had been exchanged for this provision.

To the extent permitted by laws, the COUNTY agrees to indemnify and hold harmless the SCHOOL BOARD from any and all liability and/or claims of the COUNTY's own negligence.

6. LIABILITY AND INSURANCE: Pursuant to Florida Statute 1006.261(2)(b), for purposes of liability for negligence, SCAT is covered by Florida Statute 768.28.
7. OPERATION OF SCHOOL BUSES: When school buses are used to assist in meeting the transportation needs of the COUNTY, school buses will only be operated by SCHOOL BOARD employees properly trained and permitted to drive such buses. SCHOOL BOARD's buses will be operated under the same rules, regulations, policies, and procedures as those relating to the transportation of pupils. The SCHOOL BOARD agrees to comply with all applicable federal, state, and local laws and regulation applicable to the services provided under this agreement.

Except in emergencies, all trip requests will be submitted in writing a minimum of five (5) working days before the service is to be provided.

8. PASSENGER LOAD LIMIT: When school buses are used for County transportation needs, the passenger capacity for persons being transported shall not exceed the rated capacity of the vehicle. No one shall be permitted to stand in the aisles, on the seats, etc. while the school bus is moving or otherwise in operation.
9. REPORTING OF INCIDENTS INVOLVING PASSENGERS: The School Board agrees to require its bus drivers to report to the School Board and the County (which includes completion of each entity's respective accident report forms) regarding any accidents or incidents on the buses when the buses are being used to provide services under this agreement. Such report shall include the nature and extent of any personal injury to any passenger while boarding, riding in, or de-boarding from school bus.
10. GEOGRAPHIC LIMITATIONS ON USE OF SCHOOL BUSES: The COUNTY will limit the use of school buses to travel within a 100-mile radius of a regular SCHOOL BOARD bus compound. Special approval by the COUNTY and the SCHOOL BOARD is required for any trips to a destination beyond the 100-mile radius.
11. SIMULTANEOUS JOINT-USE OF SCHOOL BUS(ES) PROHIBITED: No school bus shall be used for County transportation needs at the same time that it is used to provide school related transportation service, unless otherwise approved by the parties. At no time shall the COUNTY use school buses for any purpose whatsoever outside the uses covered by the Agreement.
12. LACK OF PETROLEUM PRODUCTS: In the event petroleum products, required to operate the buses covered under this Agreement or part of this Agreement, become unavailable, the obligations of each party hereunder may be terminated by the SCHOOL

BOARD upon no less than twenty-four (24) hours' notice in writing to the COUNTY. The SCHOOL BOARD shall be the final authority as to the availability of petroleum products.

13. SCREENING INDIVIDUALS/GROUPS BY THE COUNTY UNDER THIS AGREEMENT:
The COUNTY will screen and certify that individuals and/or groups to be served through this Agreement meet the definition of transportation disadvantaged as given in Florida Statute 427.011(1), to wit:

"Transportation disadvantaged" means those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk as defined in Florida Statute 411.202.

The types of activities for which these buses can be used to meet transportation needs include, but are not limited to, special community events, recreation services, and socialization trips.

14. EQUAL OPPORTUNITY: The SCHOOL BOARD agrees to comply with Title VI and VII of the Civil Rights Act of 1964, as amended, and with Executive Order No. 11246 and 11375 entitled "Equal Employment Opportunity:" as supplemented by Department of Labor Regulation (41 CFR Part 60), and with Section 504 of the Rehabilitation Act of 1973, as amended by 29 U.S.C. 794.
15. UNAUTHORIZED ALIEN WORKERS: COUNTY will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The COUNTY shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.
16. E-VERIFY:
- A. In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or
 - B. subcontractor may not enter into a contract unless each party to the contract registers with
 - C. and uses the E-Verify System.
 - D. The County shall not enter into, or renew, a contract with a vendor/ contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
 - E. The County shall verify the Vendor's/Contractor's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's whose participation cannot be verified on the Department of

Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

- F. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
 - G. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.
17. ATTENDANT/SUPERVISORY PERSONNAL TO BE ARRANGED FOR BY COUNTY: The COUNTY agrees to arrange for appropriate attendant or supervisory personnel when such is required by individuals or groups using the school bus(es). These attendants or supervisory personnel may be employees or volunteers of the COUNTY or the agencies or organizations the County serves.
18. IMPROPER USE OF INFORMATION: The SCHOOL BOARD shall not use any information concerning a recipient of services under this Agreement for any purposes not directly related to the provisions of the service. The SCHOOL BOARD shall not disclose any information that is exempt from public records pursuant to Ch. 119 of the Florida Statutes.
19. METHOD OF REIMBURSEMENT: Unless otherwise agreed upon by the parties, all costs borne by the SCHOOL BOARD on behalf of the COUNTY under this Agreement will be reimbursed within 45-days from the date of receipt of the invoice. The COUNTY shall review all invoices and request payment from the agency or organization sponsoring the transportation. In the event that the sponsoring agency refuses or is unable to pay, the COUNTY shall be fully responsible for the cost incurred by the SCHOOL BOARD.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the COUNTY, under this Agreement shall be subject to copyright by SCHOOL BOARD in the United States or any other country.

20. PUBLIC RECORDS AND INSPECTION: In the performance of this Contract, the SCHOOL BOARD shall keep books, records and accounts of all activities related to the Contract in compliance with generally accepted accounting procedures and in compliance with the Public Records Laws of the State of Florida (Including, but not limited to Chapter 119, Florida Statutes).

All records or documents created by SCHOOL BOARD or provided to SCHOOL BOARD by the County in connection with the activities or services provided by SCHOOL BOARD under the terms of this Contract, are public records and SCHOOL BOARD agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

Records, documents, books and accounts ordinarily and necessarily required for the performance of this Contract shall be kept, maintained and open for inspection by the County, County's representative, and members of the public during regular business hours.

The SCHOOL BOARD shall provide the public with access to public records on the same terms and conditions that the public agency provides the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law (see also County Administrative Order, AO-47).

The SCHOOL BOARD shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

No reports, data, programs, or other materials produced, in whole or in part for the benefit and use of the County, under this Contract shall be subject to copyright by SCHOOL BOARD in the United States or any other country.

The SCHOOL BOARD shall meet all requirements for retaining public records and shall transfer, at no cost, to the County all public records in possession of the SCHOOL BOARD upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with the provisions of Subsection 9.4, shall result in the County taking enforcement action against the SCHOOL BOARD including the cost to the County for gaining the SCHOOL BOARD's compliance which will include, but are not limited to, the gross hourly rate of the County's employee(s) contacts to the SCHOOL BOARD to obtain compliance with this section, litigation filing fees and attorney's fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR FACILITIES AT – Yvonne Miles, Space Coast Area Transit, 460 S. Harbor City Blvd, Melbourne, Florida 32901. (321) 954-4561; Yvonne.Miles@brevardfl.gov

21. **ENTIRETY:** This Agreement represents the understanding between the parties in its entirety and no other Agreements of like nature, either oral or written, exist between the County and the School Board.
22. **INDEPENDENT CONTRACTOR:** The SCHOOL BOARD and COUNTY shall act as independent contractors and not as an employee or agent of the other in fulfilling their respective obligations under this Agreement.

23. WAIVER: Waiver of any provision of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be considered to be a modification of the terms of this Agreement. No change, modification or waiver of any of the provisions or conditions of this Agreement shall be valid unless in writing signed by the duly authorized representatives of the COUNTY and the SCHOOL BOARD.
24. MODIFICATIONS TO CONTRACT: This Agreement, together with any exhibits, tasks assignments, and schedules constitute the entire Agreement between the COUNTY and the SCHOOL BOARD and supersedes all prior written or oral understandings. This Agreement and any exhibits, tasks assignments, and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.
25. MONITORING: The SCHOOL BOARD agrees to allow such reasonable monitoring activities as required by Federal, State or Local Laws.
26. NOTICE: Notice under this Contract shall be given to the County by mailing written notice postage prepaid, to: Space Coast Area Transit, 401 S. Varr Ave, Cocoa, FL 32922, and notice shall be given to the SCHOOL BOARD, by mailing written notice postage prepaid to School Board of Brevard County, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.
27. ATTORNEYS' FEES: In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
- GOVERNING LAW: This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.
28. COMPLIANCE WITH STATUTES: It shall be the SCHOOL BOARD'S responsibility to be aware of and comply with all Federal, State, and local laws.
29. VENUE: Venue for any legal action by any party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida **any trial shall be non-jury.**
30. ASSIGNMENTS: The SCHOOL BOARD shall not assign any portion of this Agreement without the written permission of the COUNTY.
31. CONSTRUCTION OF AGREEMENT: The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by setting their hand and seal this 9th day of April, 2024.

WITNESS:

SCHOOL BOARD OF BREVARD
COUNTY, FLORIDA

BY: _____

BY: _____

ATTEST:

BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS D/B/A
SPACE COAST AREA TRANSIT

BY: _____

Rachel Sadorff, Clerk

BY: _____

Jason Steele, Chair

As approved by the Board on APR 09 2024

Reviewed for legal form and Content

BY: _____

Heather Balser, Assistant County Attorney

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Brevard County School Board		2. Amount: 600,000	
3. Fund/Account #: 4130/R30373		4. Department Name: Transit Services	
5. Contract Description: Coordination Agreement			
6. Contract Monitor: Yvonne Miles		8. Contract Type:	
7. Dept/Office Director: Terry Jordan/Director		INTERGOVT/LOCAL <input type="checkbox"/>	
9. Type of Procurement: Other		<input type="checkbox"/>	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jordan, Terry <small>Digitally signed by Jordan, Terry Date: 2024.03.29 16:31:40 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2024.03.29 09:38:21 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balser, Heather <small>Digitally signed by Balser, Heather Date: 2024.03.28 15:28:42 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete <input checked="" type="checkbox"/>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>