

Meeting Date
04/25/2017



AGENDA	
Section	CONSENT
Item No.	II.B.4

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval of Coordination Agreement re: Bus Transportation Services with School Board of Brevard County
DEPT/OFFICE:	Community Services Group / Transit Services Department

Requested Action:

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

Summary Explanation & 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. Currently, all of the trips operated by the School Board occur during the summer months for various special recreation and training programs. Last year, over 16,500 summer passengers were served on School Board buses. The Agreement would 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 set fee per mile. The rates are set yearly by the School Board and Space Coast Area Transit is notified before June 1st.

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 60 hours of staff time to coordinate and submit billings. Space Coast Area Transit uses this passenger data in their State Transportation Disadvantaged reports to generate up to \$13,000 in funding yearly. If the number of passenger trips increase, then Space Coast Area Transit's Transportation Disadvantaged funding would increase.

Fiscal Impact Analysis:

	Bus Area	Cost Center	Amount
FY 2016-2017	4130	R30373	\$135,000

Contact Name: Jim Liesenfelt, Transit Services Director
 Phone: (321) 635-7815 ext. 601

Clerk to the Board Instructions:

Exhibits Attached:

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager Stockton Whitten	Assistant County Manager Assistant County Manager Venetta Valdengo	Department Director / Extension James P. Liesenfelt, Transit Services Director
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Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

April 26, 2017

MEMORANDUM

TO: James Liesenfelt, Transit Services Director

RE: Item II.B.4., Approval of Coordination Agreement for Bus Transportation with School Board of Brevard County

The Board of County Commissioners, in regular session on April 25, 2017, granted approval of coordination agreement for bus transportation with School Board of Brevard County and Space Coast Area Transit; and authorized the Chairman to execute the agreement.

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
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: County Manager
Finance
Budget

COORDINATION AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of April, 2017, 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.

WITNESSETH

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

WHEREAS, COUNTY, through Space Coast Area Transit (SCAT) 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 (3) years and is effective beginning May 18, 2017, through April 30, 2020. 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 \$1.83 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 \$1.83 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.

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 agrees to indemnify and hold harmless the COUNTY from any and all liability and/or claims of any kind arising out of the SCHOOL BOARD's own negligence. 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 contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

16. 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.

17. 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.

18. 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.

19. RECORDS AND INSPECTION: In the performance of this Agreement, the SCHOOL BOARD shall keep books, records, and accounts al all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the SCHOOL BOARD for a period of three years after termination of the Agreement. All records, books, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

20. 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.

21. 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.

22. 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.

23. 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.

24. MONITORING: The SCHOOL BOARD agrees to allow such reasonable monitoring activities as required by Federal, State or Local Laws.

25. 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.

26. GOVERNING LAW: This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

27. COMPLIANCE WITH STATUTES: It shall be the SCHOOL BOARD'S responsibility to be aware of and comply with all Federal, State, and local laws.

28. 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**.

29. ASSIGNMENTS: The SCHOOL BOARD shall not assign any portion of this Agreement without the written permission of the COUNTY.

30. 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 25 day of April, 2017.

WITNESS:

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

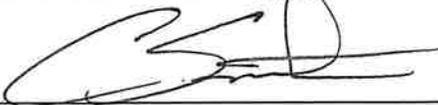
BY: _____

BY: _____

ATTEST:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

BY:  _____

BY:  _____

Scott Ellis, Clerk of Courts

Curt Smith, Chairman

As approved by the Board on April 25, 2017

Reviewed for legal form and Content

by:  _____
Diana Yuan, Asst. Co. Attorney

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I - The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Brevard County School Board	
2. Fund/Account #: 4130-R30373	Department Name: Transit Services
4. Contract Description: Coordination Agreement - Summer Trips	
5. Contract Monitor: Cathy Lively	6. Mail Stop #: N/A
7. Dept./Office Director: Jim Liesenfelt	8. Contract Type: Services
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II - The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X		JPL	02/01/17
Risk Management				
County Attorney	X		DCA	3/30/2017

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

<u>DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	
NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.	

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

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<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____	JPL	02/01/17
Risk Management	✓	_____	ML	2-1-2017
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
Note: Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

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