

AGREEMENT

This Agreement, made the date both parties have executed it, is between The School Board of Orange County, Florida, (“the Board”), a political subdivision of the State of Florida, with its principal offices at 445 West Amelia Street, Orlando, Orange County, Florida, 32801, and City of Orlando (“the User”), political subdivision of the State of Florida (*federal employer ID number 59-6000-396*), with its principal offices at 400 South Orange Avenue, 4th Floor, Orlando, Florida, 32802, from July 1, 2014, through June 30, 2015.

1. The Board hereby licenses and authorizes the User to use the following school bus(es) owned by the Board solely for the purpose of transporting school-age children (and a sufficient number of adult volunteers or employees of the User to maintain order and decorum on each bus):

<u>Bus Number</u>	<u>Seating Capacity</u>
_____ varies _____	_____ varies _____
_____	_____
_____	_____

The bus(es) shall only be used to transport to and from the following activity sponsored by the User: various events at various locations during various date(s) and times. (*Specific instructions [ET105] regarding the beginning point and ending point of each leg of the trip shall be attached and shall be part of this Agreement.*) The Board reserves the right to substitute comparable buses.

2. The bus(es) shall only be operated by the Board’s employee(s) assigned by the Board’s Transportation Department for that purpose. Bus Drivers have passed background check, participate in random drug testing, and have a valid commercial driver’s license.

3. The User shall pay the Board, for the use of the bus(es) and the driver(s), the following base fee: \$55.00 per hour, per bus, \$0.60 per mile, calculated as specified below. The minimum charge is \$110.00 for each bus, covering the first two (2) hours of bus use. A surcharge fee of \$2.00 per trip request will be assessed to cover toll fees and administrative costs.

Bus use time is calculated from the time the bus leaves the bus depot to pick up the User passengers until the bus has returned to the bus depot after dropping off the passengers at the conclusion of the trip. Bus drivers are not available for overnight trips. The bus use time shall include the time of duration of the trip with a drop-off at the final destination and the time of the bus driver to return to the bus depot. Bus drivers will be available to return to the site to pick up passengers. The return bus time shall include the time of duration of the trip with a drop-off at the final return destination and the time of the bus driver to return to the bus depot.

Bus mileage includes all mileage from the bus depot until the bus returns to the bus depot. OCPS prices per mile shall include fuel charges based upon OPIS daily price, per gallon posted for that day and include applicable fuel taxes (subject to change) and an OCPS fixed mark-up per net gallon. The basis for the price escalation/de-escalation shall be based on the OPIS daily price for diesel fuel, at the terminal in which the fuel is being pulled from, as published by the Oil Price Information Service (OPIS). Should there be a significant increase in fuel prices, OCPS reserves the right to notify the contracted service of any price escalations that may apply. OCPS will provide 30 days notification and will only charge the actual increase in fuel price as incurred by the School District.

4. The User shall pay all parking fees. The Board shall be responsible for fuel and routine maintenance of the bus(es).

5. All trip requests must be submitted ten (10) business days in advance of requested service on form ET105 (copy on page 4). A two (2) hour minimum charge will be assessed for any cancellation received less than two (2) business days before the scheduled trip.

6. Unless prohibited by law, the User agrees to and shall indemnify, defend and hold the School Board, its officers, agents, and employees, harmless from and against any and all actions, claims, judgments or liability arising from or in connection with, or by virtue of, the User's use of the bus(es).

7. The User shall, at all times during the use of the bus(es), maintain in full force and effect a policy or policies of insurance with a company or companies acceptable to the Board designating the Board ("The School Board of Orange County, Florida") as a named insured, covering all claims and judgments of whatsoever nature or kind arising from or by virtue of the User's use of the bus(es) and other obligations under this Agreement with policy limits which meet or exceed the following:

\$300,000 for any one person for bodily injury or death, \$1,000,000.00 for any one accident for bodily injury or death. In addition, each required insurance policy must provide for at least five (5) days advance written notice to the Board before any cancellation or reduction in the insurance coverage.

If user is a political subdivision of the State of Florida, User is only obligated to indemnify the Board to the extent allowable by law and User is not obligated to provide insurance.

User shall immediately submit to the Board's Transportation Department Field Trip Office a certificate of insurance showing liability coverage naming the Board as an insured party. The User shall keep such insurance in full force and effect to protect the Board and each bus driver against any claim or judgment which may arise from or by virtue of the use of the bus(es). *[NOTE: A certificate of insurance shall not modify or waive the User's obligations under Paragraphs 5 and 6.]*

8. In no event shall the Board be responsible for any incidental or consequential damages suffered by the User or by any other person arising from or in connection with the School Board's performance, or its failure to fully or properly perform, this Agreement. The Board's liability for any compensatory damages suffered by the User shall be limited to an amount equivalent to the minimum charge specified in Paragraph 3.

9. The Board reserves the right to cancel this Agreement, or any of the scheduled trips, without penalty, upon ten (10) business days' notice to the User.

User may cancel this Agreement, without cost or obligation, if such notice is given in such a manner that it is received by the Board's Transportation Department Field Trip Office at least two (2) days in advance of the scheduled commencement of the trip. Otherwise, if User cancels this Agreement, it shall pay the Board the minimum fee specified in Paragraph 3.

10. The User shall be responsible for the supervision of all passengers on the bus(es) and shall maintain proper order, decorum and discipline on the bus(es) at all time. If the activities on any bus are a threat to its safe operation, the bus driver may refuse to operate the bus and may take such other actions as are appropriate. Without limiting its other obligations under this Agreement, User acknowledges and agrees that it shall pay the Board for all damage to the bus(es) caused by the negligence or misconduct of User or any of the passengers.

11. Under no circumstances shall any bus leave the State of Florida.

12. Any judicial proceeding for the enforcement of this Agreement or in connection with its breach shall be instituted and maintained only in the State court of appropriate jurisdiction in Orange County, Florida.

13. This Agreement constitutes the entire understanding and agreement of the parties with respect to the use of the bus(es).

14. The person(s) executing this Agreement warrant and represent that they have lawful authority to bind the party on whose behalf they execute the Agreement.

**OCPS TRANSPORTATION SERVICES
FIELD TRIP REQUEST**

INTERNAL CUSTOMER – ACTIVITY BUS REQUESTS/OUTSIDE TIMEFRAME ACCEPTABLE
EXTERNAL CUSTOMER – ALL REQUESTS

Please complete the following information:

Notification Type (select one) M4 (External) M7 (Internal)

Requested by (secretary/bookkeeper, etc.) _____ Date _____

School/Campus/Location _____ Phone # _____

Name of Group _____ Contact _____ Cost Center # _____
(Team/Coach/Chaperone)

Pickup Location _____

Passengers _____ # Buses Requested _____ Start Date _____ Start Time _____

Out of County? Yes No End Date _____ End Time _____

Trip Description/Destination _____

Destination Address _____

Bus(es) Remain with Trip? Yes No

Special Requests

Wheelchairs _____ Special Equipment Needed ? Yes No

If special equipment is needed, please explain _____

Please submit your request via email to the Field Trip Office at TRANS-TRIPS@ocps.net

ET105 Field Trip Request
7/31/2013 8:40 AM

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first hereinabove set forth.

Signed, sealed and delivered
in presence of:

Typed Name: _____

THE SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA

Typed Name: _____

BY: _____
as its Authorized Representative

Typed Name: _____

CITY OF ORLANDO

Typed Name: _____

BY: _____
as its President, Executive Director
or comparable Authorized
Representative