

## STUDENT SCHOOL YEAR TRANSPORTATION CONTRACT

THIS AGREEMENT, made for the 2006/2007 School Year, by and between the **School District of Collier County, Florida** and the **City of Naples, Florida**.

**WHEREAS**, Chapter 1006 of the Florida Statutes authorizes local school districts to enter into agreements with nonprofit corporations and nonprofit civic associations and groups for the transportation of school age children for activities sponsored by these organizations, and

**WHEREAS**, the Organization is a nonprofit corporation, nonprofit civic association, or governing body of a municipality, county, or state agency duly authorized to enter into this agreement and bind the Organization thereto, and

**WHEREAS**, the School Board desires to assist the Organization in providing transportation to school age children for activities sponsored by the organization on the terms and conditions set forth herein, and

**WHEREAS**, this Agreement contemplates two (2) use options with concomitant reimbursement from the Organization to the School Board.

**IT IS THEREFORE AGREED:** that the School Board shall provide buses, drivers and Exceptional Student Education ("ESE") attendants to the Organization in accordance with the terms of this agreement. For the purposes of this agreement, an "operated mile" is defined as every mile driven for each bus operated in support of the Organization's program, whether with passengers or not, and to include necessary trips to and from a School Board Transportation Department facility. Mileage will be recorded and billed by the School Board and will be paid as billed by the Organization. The parties further agree as follows:

1. Option A - Bus and Driver.
  - a. Organization shall reimburse the School Board for each vehicle with driver at the rate of \$35.00 per hour and \$2.10 per operated mile for each bus.
  - b. Organization will be billed a minimum of two hours plus **mileage for each** vehicle and driver.
2. Option B - Bus, Driver and ESE Attendant.
  - a. Organization shall reimburse the School Board at the rate above plus an additional \$30.00 for an attendant.
3. The rates described in paragraph 1 above are based on conditions current as of June 23, 2006. In the event that these conditions change, for example, increased fuel or labor costs, the District shall have the right to pass *those* increased costs on to the Organization in the form of *an increase in* the rates shown in paragraph 1 above.

4. The Organization agrees that in the event of a cancellation, the School Board will be given at least 24 hours advance notice. In the event that notice of cancellation issued to the School Board is less than 24 hours, a 2 hour charge per vehicle will be due and payable to the School Board.
5. Payment for services rendered or due shall be billed by the School Board by the 10<sup>th</sup> of each month and paid by the Organization by the 30<sup>th</sup> of each month.
6. The Organization shall indemnify and save the School Board harmless from and against any and all liability and costs arising from injury to persons or property occasioned wholly or in part by any act or mission of the Organization, its employees, members, invitees and all other persons whom the Organization permits in, on or about the building/grounds designated herein, except to the extent that such liability and costs result from the sole negligence of the School Board, its agents, or employees. The Organization shall defend any and all actions, suits or proceedings which may be brought against the School Board, or in which the School Board may be impleaded or joined with others as a result of the Organization's use of the building/grounds designated herein, and shall satisfy pay and discharge any and all such judgments, order and decrees that may be recovered against the Organization or the School Board, in any such action or proceedings.
7. The Organization agrees that at all times material to this Agreement, it shall provide liability insurance coverage in the minimum mounts of \$100,000 on any claim or judgments and \$200,000 on all claims and judgments arising from the same incident occurrence. The Organization shall present proof of insurance coverage before approval of this contract by the Board.
8. The Organization agrees that there shall be no fee charged to passengers on the bus.
9. The use of vehicles by the Organization shall at all times be subject to the laws of the State of Florida., the provisions of the Florida Administrative Code, and rules adopted by the School Board.
10. The agreement shall commence on the date signed by the *agencies* and remain in effect for the official Collier County School Board student school year.
11. Organization shall provide proof of its non-profit status prior to execution of this contract.
12. This Agreement represents the entire Agreement between the parties and may not be amended except by written instrument signed by all parties hereto.

13. All the terms and provision of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year signed by the agencies.

Signed in the Presence of:

**The School District of Collier County, Florida**

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Date \_\_\_\_\_  
Jeff Stauring, Director of Transportation

\_\_\_\_\_  
Print Name:  
Services

\_\_\_\_\_  
Date \_\_\_\_\_  
Dr. Russell Clukey, Executive Director of Support

School Board Attorney Review  
*Richard W. White* 7.24.06

Signed in the Presence of:

ATTEST:

**CITY OF NAPLES, FLORIDA**

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

By: \_\_\_\_\_  
Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney