

City of South Daytona
Parks and Recreation Department

Post Office Box 214960 • South Daytona, FL 32121 • 386/322-3020 • Fax 386/322-3029



MEMORANDUM

To: James L. Gillis Jr., City Manager
From: Amy Zengotita, Parks and Recreation Director
Date: March 22, 2021
Re: Contract for Joint Use of School Buses

AGENDA ITEM
C12 DATE 4/13/2021

The purpose of this item is to enter into an agreement with the Volusia County School Board to grant the City use of County buses when they are not in use. Entering into an agreement with the County will give the City access to their buses for use during Summer Camp instead of hiring a part time bus driver. Given our difficulty in finding a bus driver who doesn't want full benefits and the cost of maintenance on our aging full-sized school bus, using the County's buses is looking like the cheaper option for the City at this time.

The agreement, if approved, is for two years from the effective date and the operating costs are determined annually, currently the rate is \$33.00 per hour plus \$1.70 per mile. The agreement is on an as-needed basis and the City can choose to stop utilizing the service at any time.

Staff recommends the approval of the joint use contract agreement with the Volusia County School Board. Attorney Vose has reviewed and approved the contract.

Attachments:

1. Volusia County School Board Contract for Joint Use of School Buses

CONTRACT FOR JOINT USE OF SCHOOL BUSES

THIS AGREEMENT, made and entered into on this 1st day of July 2020, by and between **THE CITY OF SOUTH DAYTONA, Florida Municipal Corporation**, hereinafter referred to as the “**CITY**”, and **THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, herein after referred to as the “**SCHOOL BOARD**.”

WITNESSETH

Whereas, the SCHOOL BOARD owns and operates a fleet of vehicles for the transportation of pupils;

Whereas, there may be times during the day and on weekends when all or part of the said fleet is not in use;

Whereas, the CITY provides community services;

Whereas, the CITY has requested the use of school buses for purposes other than pupil transportation;

Whereas, the CITY is eligible under Section 1006.261 (1) (c), Florida Statutes, to use school buses; and

Whereas, the purpose of this agreement is to define the relationship between the two parties and to set forth the rights and obligations therein;

Now therefore, for and in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. That the SCHOOL BOARD hereby grants the CITY the right to use school buses to transport the individuals who are participants in CITY sponsored programs. Ten (10) school buses shall be made available by the SCHOOL BOARD for use by the CITY. However, transportation of SCHOOL BOARD students to and from school or school sponsored events is the highest and best use of the school buses, and nothing herein contained shall obligate the SCHOOL BOARD to provide that number of buses to the CITY if it is deemed, in the sole discretion of the Superintendent of Schools of the SCHOOL BOARD, or his designee, that such use will adversely affect the transportation of its students.
2. That the CITY shall communicate its request for use of a school bus or buses to the Superintendent of Schools of the SCHOOL BOARD, or his designee, as far in advance of the anticipated use as possible, and shall be approved or rejected by such officer, or his designee, in his sole discretion.
3. That the school buses, at all times that such are being used by the CITY, shall be operated exclusively by drivers who are SCHOOL BOARD employees and who have been qualified, trained, certified and assigned by the SCHOOL BOARD. At all times relevant hereto the operation of school buses shall be pursuant to Florida law, State Board of Education rules and regulations, and the SCHOOL BOARD policy.

4. That the CITY shall reimburse the SCHOOL BOARD in full for the operating costs incurred by the SCHOOL BOARD attributable to such use by the CITY. Such reimbursement shall be determined by applying a cost of thirty dollars and no cents (\$33.00) per hour while in use by the AGENCY plus one dollar and seventy cents (\$1.70) per mile. The SCHOOL BOARD shall bill the CITY on a monthly basis on the last day of the month. The CITY shall pay the invoice within thirty (30) days of receipt thereof. In the event of any dispute arising out of any invoice, the chief administrative officers of both agencies, or their designees, shall meet and make every effort to resolve the matter in an amicable fashion. If the parties are unable to negotiate a resolution of the dispute, the decision of the Superintendent of Schools of the SCHOOL BOARD shall be final.
5. That the passenger capacities for adults being transported on a school bus shall not be exceeded while such bus is used by the CITY. Standees shall not be permitted on the bus at any time. Only those persons who are students, employees, agents or otherwise authorized by the CITY shall be transported on a SCHOOL BOARD vehicle when same is being used by the CITY.
6. That the SCHOOL BOARD shall maintain all books, records and documents relative to the expenditure of the funds received under this agreement by the School District Transportation Department in accordance with proper accounting procedures. Said records shall be open at all times to inspection, review, and audit by authorized State and Federal personnel.
7. That the CITY shall at all times relevant hereto maintain liability insurance in the amount specified in Section 1006.261 (2) (b), Florida Statutes, or as it may be amended. Such insurance may be provided by a self-insurance reserve program.
8. Nothing in this agreement shall be deemed as a waiver of sovereign immunity by the SCHOOL BOARD beyond any statutory limited waiver which may have been adopted or may be adopted by the Florida Legislature and nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.
9. That the CITY agrees to pay for any and all damage to a SCHOOL BOARD vehicle as a direct result of use by the CITY. The CITY agrees to immediately and fully report to the SCHOOL BOARD any and all accidents in which a SCHOOL BOARD vehicle is involved whether or not such accident results in property damage or personal injury. The CITY agrees to immediately report to the SCHOOL BOARD any incident resulting in personal injury to a non-pupil while boarding, riding in or de-boarding a SCHOOL BOARD vehicle.
10. That the user CITY shall assume all risk and liability to itself, its agents, assigns, or employees, and shall be responsible to fully defend, indemnify and hold the SCHOOL BOARD harmless from and against any and all claims arising from or related to the use of SCHOOL BOARD vehicles by the CITY, and caused by the act or acts, negligence, or failure to exercise proper precautions of and by the CITY, its agents, assigns or employees while using SCHOOL BOARD vehicle. The CITY agrees to provide the SCHOOL BOARD with written notice of any claim subject to this provision, within ten (10) working days of its receipt. Both parties agree to cooperate fully in the defense of any claim. Notice of claim shall be deemed to be given on the date of mailing thereof by U.S. Mail, First Class delivery.

11. The term of this agreement shall be two (2) years from the effective date. Reimbursement by the CITY for School Board operating costs shall be determined and negotiated annually. This agreement may be terminated by either party, with or without clause, thirty (30) days after a majority vote to so terminate by either governing body and written communication of that vote to the other public CITY.
12. That, in the event petroleum products become unavailable, the obligations of the parties hereunder may be terminated by the SCHOOL BOARD upon no less than twenty-four (24) hours written notice to the CITY. The SCHOOL BOARD shall be the final authority as to availability of petroleum products.
13. That any notice required to be given by this agreement shall be directed to the following addresses:

CITY OF SOUTH DAYTONA
James L. Gillis, Jr., City Manager
1672 South Ridgewood Ave.
South Daytona, FL 32119
(386) 322-3014

SCHOOL BOARD OF VOLUSIA
COUNTY
Mr. Mitch Moyer
Director of Transportation
Daytona Terminal
1648 Hancock Blvd.
Daytona Beach, FL 32114
(386) 258-4677 Ext. 50546

14. That in the event it becomes necessary to institute litigation to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses, and a reasonable attorney's fee, from the date of filing until the termination of the litigation.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers, have set their hands and seal the day and year first above written.

Witnesses:

CITY OF SOUTH DAYTONA

Date

James L. Gillis, Jr., City Manager

Witnesses:

SCHOOL BOARD OF OLUSIA COUNTY,
FLORIDA

Date

Mrs. Ida D. Wright, Chairman

Date

Dr. Ronald S. Fritz,
Superintendent of Schools