

RESOLUTION NO 2015- 64

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN ST. JOHNS COUNTY AND ST. JOHNS COUNTY SCHOOL DISTRICT FOR BUS TRANSPORTATION FOR THE 2015 SUMMER CAMP PROGRAMS.**

**WHEREAS**, the County seeks to enter into an agreement with the St. Johns County School District (“District”) for the use of District owned buses to transport local children participating in 2015 summer activities facilitated by the County’s Parks and Recreation Department; and

**WHEREAS**, the contract price contained in the proposed agreement (attached hereto and incorporated herein) shall be expended from the Recreation and Parks Department budget; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed transportation agreement; and

**WHEREAS**, entering into this agreement with the District best serves the interests of the County.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of St. Johns County, Florida that:

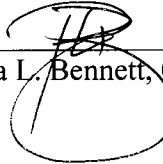
**Section 1.** The above recitals are incorporated by reference into the body of this Resolution, and such recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners (“Board”) authorizes the County Administrator, or designee, to execute an agreement with the District, in substantially the same form and format as attached, to provide bus transportation for local children participating 2015 summer camp programs facilitated by the Recreation and Parks Department.

**Section 3.** To the extent that there are typographical or administrative errors that do not change the tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board.

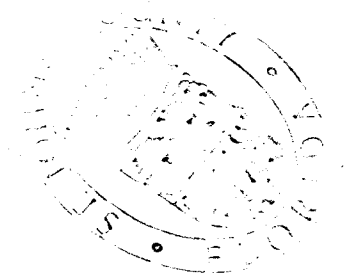
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 17<sup>th</sup> day of March 2015.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

  
\_\_\_\_\_  
Priscilla L. Bennett, Chair

ATTEST: CHERYL STRICKLAND, CLERK

By:   
Deputy Clerk



RENDITION DATE 3/19/15



**CONTRACT AGREEMENT**  
**Parks and Recreation Transportation Services**

This Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **St. Johns County**, a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "County", and the St. Johns County School District, a unit of local government charged with operating the public schools located in St. Johns County, Florida, with offices located at 40 Orange Street, St. Augustine, Florida, 32084, hereinafter referred to as the "District." In consideration of the mutual promises contained herein, the County and the District agree as follows:

**1. Scope of Services.**

The District's responsibility under this Agreement is to provide to the County use of District owned buses and a list of qualified drivers to transport local children participating in summer activities facilitated by the County's Parks and Recreation Department. Operation of District owned buses shall be conducted only by qualified drivers included on the list, and the list of qualified drivers shall be attached hereto as Exhibit A and incorporated herein by this reference prior to execution of this Agreement. Such attachment and incorporation of the list shall be a condition precedent to performance by the County under this Agreement.

**2. Term and Extension.**

The term of this Agreement shall begin on June 1, 2015 ("Effective Date"), and shall continue through and until 11:59 p.m., Eastern Standard Time, on August 1, 2015 ("Expiration Date"). The Agreement may be extended upon prior written approval by both parties. It is expressly noted that, while this Agreement may be extended as stated herein, neither the County nor the District is under any obligation to extend this Agreement.

**3. Termination.**

This Agreement may be terminated upon either the County, or the District providing at least thirty (30) days prior written notice to the other party of such notice of termination. Such written notification shall indicate that either the County or the District intends to terminate this Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Consistent with other provisions of this Agreement, the District shall be compensated for any services and/or mileage that are both authorized under this Agreement and that are performed and/or accrue up to the termination of this Agreement.

**4. Compensation and Invoicing.**

a. The County shall compensate the District at a rate of fifty five dollars (\$55) per hour of service and sixty five cents (.65) per mile traveled. The rates provided herein shall be firm for the entire Term of this Agreement.

b. Invoices/bills shall be submitted to the County by the District bi-weekly. The County shall submit payment of the invoices/bills to the District within thirty (30) days of receipt. Although there is no billing form or format pre-approved by either the County, or the District, bills/invoices submitted by the District shall detailed the total number of hours that service is performed and the total number of miles traveled. The County may return a bill/invoice from the District, and request additional documentation/information related to the hours of service and/or mileage. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a clarified bill/invoice. Unless otherwise notified, bills/invoices should be delivered to: St. Johns County Parks and Recreation Department, Attn: Wil Smith, 2175 Mizell Road, St. Augustine, FL 32080.

**5. Availability of Funds.**

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the District cannot demand that the County provide any such funds in any given County Fiscal Year.

**6. Insurance.**

The District shall acquire and provide proof of insurance coverage in the types and amounts mutually agreed upon by the parties prior to execution of this Agreement. Such coverage shall be maintained by the District for the Term of this Agreement. Proof of insurance shall be provided to the County upon execution of this Agreement. The District shall provide the County no less than thirty (30) days prior notice of any changes to, or cancellation of, the insurance coverage noted herein. Failure by District to provide such notice shall constitute cause for automatic termination of this Agreement without further notice or action required on the part of the County.

**7. Indemnification.**

To the extent permissible by law, the County shall indemnify, defend and hold harmless the District, its officers, and employees, from any liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent that such liabilities, damages, losses and costs are directly or indirectly caused by the negligence, recklessness, intentional and/or unintentional act or omission of the County and other persons employed or utilized by the County in performance of this Agreement.

**8. Independent Contractor Status.**

The District is, and shall be, in the performance of all services and activities under this Agreement, an Independent Contractor, and not an employee, agent, official, or servant of the County.

**9. No Third Party Beneficiaries.**

Both the County and the District explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**10. Severability.**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**11. Governing Law and Venue.**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

**12. Notices.**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Parks and Recreation Department  
Attn: Wil Smith  
2175 Mizell Road  
St. Augustine, FL 32080

and if sent to the District shall be mailed to:

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**13. Headings and Captions.**

The headings and captions contained herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

**14. Public Records.**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**15. Survival.**

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Insurance; (2) Indemnification; and (3) Public Records.

IN WITNESS WHEREOF, authorized representatives of the County, and District have executed this Contract Agreement on the day and year below noted.

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**County:**

\_\_\_\_\_  
Michael D. Wanchick, County Administrator

\_\_\_\_\_  
Date

**ATTEST:**

**CHERYL STRICKLAND, CLERK**

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

**Legal Review By:**

\_\_\_\_\_  
Senior Assistant County Attorney

\_\_\_\_\_  
Date

**District:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

**Legal Review By:**

\_\_\_\_\_  
District Attorney

\_\_\_\_\_  
Date

**EXHIBIT A**  
**QUALIFIED DRIVER LIST**



Joseph G. Joyner, Ed.D.  
 Superintendent of Schools

40 Orange Street  
 St. Augustine, Florida 32084  
 (904) 547-7500  
 www.stjohns.k12.fl.us

**SCHOOL BOARD**

- Beverly Slough  
District 1
- Tommy Allen  
District 2
- Bill Mignon  
District 3
- Kelly Barrera  
District 4
- Patrick Canan  
District 5

Below are a list of drivers for summer school.

Bunnell, Terry L.
Czipo, Barbara S.
Goss, Vicky L.
Green, Nezzie M.
Hitchcock, Kimberly J.
Grace, Lashanda E.
Aponte, Barbara A.
Dumas, Darlene M.
Mueck, Jay E.
Crews, Kenneth A.
Dubose, Cynthia
Stroud, Ricardo M.
Crooms, Denise B.
Johnson, Robert H.
Kology, Paula
Muse, Callisa L.
Scozzari, Daniel A.
Boyd, Martia L.
Levine, Joseph I.
Harbottle, Phillip R.
James, Patricia L.
Wheeler, Harrlyn
Simon, Donald J.
Moreno, Vickie M.
Martin, Gregory M.
Paproski, Richard A.
Kubik, Tony
Workman, Kammie R.
Gibbs, Michael D.

Bradley, Stacy L.
Dedman, Allison L.
Favret, Raymond E.
Ashley, Angelique
Ogden, Vicki A.
McNutt, Anita J.
Runion, Debra H.
Yokeley, Garlie
Lenker, Stephen P.
Wolanski, Alicia M.
Kligis, John A.
Mulligan, Kristen
Barnett, John C.
Morrill, Joseph R.
Howard, Pamela
Fuentes, Judith A.

*The St. Johns County School District will inspire good character and a passion for lifelong learning in all students, creating educated and caring contributors to the world.*