

## VEHICLE USE AGREEMENT

THIS AGREEMENT, entered into this 26<sup>TH</sup> day of APRIL 2016 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as the "**School Board**," and the **City of Clearwater**, a municipal corporation, hereinafter referred to as "**User**". The parties agree as follows:

The School Board will provide shuttle bus transportation to User for the contract period ending August 23, 2016, for the purpose of transporting school-age children, with chaperones, who participate in User's sponsored programs. User shall make all requests for specific uses during the contract period to the School Board's Transportation Department, who will determine whether buses are available pursuant to paragraph 3 below.

1. Transportation is for the sole purpose of transporting school-age children, with chaperones, who participate in User's sponsored programs to and from locations in Pinellas and adjacent counties.
2. The bus or buses will be operated by an employee of the School Board, who is licensed to drive a school bus, and shall be assigned by the Director of Transportation or designee. Buses may be used under this agreement only if they are available at the times requested, and such use shall not interfere with or impair regular school transportation. The School Board's Transportation Department shall be the final authority as to the availability of buses.
3. (A) User shall pay to the School Board, for the use of said school bus service that begins weekdays before 4:00 p.m., a sum per bus of the current rate per hour to include 15 minutes before and 15 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of two hours. The current rate per hour and surcharge rate per mile will be that rate used by the School Board, in its sole discretion, as of the date of the bus usage. User may investigate the current rates by either contacting the School Board's Transportation Department or visiting <http://webtrips.pinellas.k12.fl.us/webtrips//>. (B) If requests extend to service that begins weekdays after 4:00 p.m., weekends and any non-school day, User shall pay a sum per bus of the current rate per hour to include 30 minutes before and 30 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of four hours. The current rate per hour and surcharge rate per mile will be that rate used by the School Board, in its sole discretion, as of the date of the bus usage. User may investigate the current rates by either contacting the School Board's Transportation Department or visiting <http://webtrips.pinellas.k12.fl.us/webtrips//>. (C) "Weekend" is defined as a Saturdays and Sundays. "Weekend" shall also include Fridays during the time that the School Board is on its summer calendar schedule. "Weekday" is defined as all days not meeting the definition of "Weekend". "Non-school day" is defined as a weekday when students are not scheduled to attend classes.
4. This agreement is made pursuant to section 1006.261, Florida Statutes, and the parties agree that they will comply with the provisions therewith, except that School Board and User hereby agree to indemnify each other for claims brought against the indemnified party only to the extent that the claims are found to result from the sole negligence of the indemnifying party, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, independent contractors or third party agents of the parties. This indemnification shall not be construed as a waiver of the parties' sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the parties could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the indemnified party must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the indemnifying party to only those damages caused by indemnifying party's sole negligence, and specifically not include any attorney's fees or costs associated therewith.

The **User** will provide a certificate of the required liability insurance showing the **School Board** of Pinellas County, Florida as an additional insured or a certificate of self-insurance to the **School Board** prior to the time of any transportation under this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement at Largo, Pinellas County, Florida, the date first above written.

**THE SCHOOL BOARD OF  
PINELLAS COUNTY, FLORIDA**


**Organization**

By: \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
See attached signature page  
Organization Name

Attest: \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Print Name and Title

Approved as to form:  \_\_\_\_\_  
School Board Attorney's Office  
Bus Use Agreement - Municipalities

\_\_\_\_\_  
Signature

Signature Page for Vehicle Use Agreement  
Between The School Board of Pinellas County, Florida  
And City of Clearwater

Countersigned:

*- georien cretekos*

George N. Cretekos  
Mayor

CITY OF CLEARWATER, FLORIDA

By: *William B. Horne II*  
William B. Horne, II  
City Manager

Approved as to form:

*Matthew M. Smith*  
Matthew M. Smith  
Assistant City Attorney

Attest:

*Rosemarie Call*  
Rosemarie Call  
City Clerk

