

**AGREEMENT BETWEEN
MOSI (MUSEUM OF SCIENCE & INDUSTRY INC.)
AND THE DISTRICT SCHOOL BOARD OF PASCO COUNTY
FOR USE OF TWO SCHOOL BUSES**

THIS AGREEMENT is made this 17th day of April, 2012, by and between THE MUSEUM OF SCIENCE & INDUSTRY INC. (hereinafter referred to as "MOSI"), 4801 East Fowler Avenue, Tampa, FL 33617 and THE SCHOOL BOARD OF PASCO COUNTY (hereinafter referred to as "SCHOOL BOARD"), 7227 Land O' Lakes Boulevard, Land O' Lakes, FL 34638.

WITNESSETH:

That in consideration of the Agreement pursuant and in consideration of MOSI being allowed the use of two of the School Board's school buses for the specific purposes set forth pursuant to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which MOSI hereby acknowledge, the SCHOOL BOARD and MOSI agree to the following:

1. **PURPOSE:** MOSI shall be allowed the use of two (2) surplus (Board Approved 9/13/11) 65 passenger school buses that are the property of the School Board to be employed exclusively for field trips to serve SCHOOL BOARD students, on the terms and conditions set forth below:
2. **PERIOD OF AVAILABILITY:** The assigned buses, identified as Bus # 806, Vin # 1HVBBAANXTH433814 8546205 and Bus # 815, Vin # 1HVBBAAN1TH433815 8546119, will be available to MOSI upon the full execution of this Agreement for a period of three (3) years, renewable annually by mutual agreement of both parties. Upon termination of this Agreement, the assigned buses will be returned to the School Board in substantially the same condition as when made available to MOSI, excluding ordinary wear and tear.
3. **DRIVERS:** Drivers shall be hired/employed by MOSI, and must have been a licensed driver for not less than 5 years continuously and possess a valid Florida class B CDL with Passenger and School Bus endorsements and without an Air Brake restriction. Drivers must possess good clean driving records as verified by a license check. License checks must be verified every six months. MOSI must not use drivers to fulfill contract requirements that have suspended or revoked licenses. MOSI must insure that each driver has completed training that meets or exceeds training requirements for SCHOOL BOARD bus drivers, before transporting students. Drivers must operate the buses in a careful and prudent manner, exercising at **all times** the highest degree of care, observing and complying with all rules of the road and traffic regulations. In addition, MOSI must insure that all drivers are in compliance with the Omnibus Transportation Act of 1991.
4. **SUPERVISION AND PROTECTION OF PERSON AND PROPERTY:** MOSI shall provide a sufficient and secure parking location for the two buses. The School Board will allow MOSI to store the buses at a School Board bus depot so that MOSI can hire bus drivers who reside in Pasco County. Additionally, in order to ensure the safety of the school buses and their occupants at all times during their use on field trips, one SCHOOL BOARD

employee and a chaperone ratio, including the board employee, of no fewer than ten (10 students) to one chaperone will be met at all times. In the event that a bus is involved in a motor vehicle collision, MOSI shall ensure that an accident report is completed in a form prescribed and provided by the SCHOOL BOARD and provided to the SCHOOL BOARD for risk management purposes.

5. **PASSENGER AND LOAD LIMITS:** The rated pupil passenger capacity of each bus used for the field trips shall not be exceeded. The passenger capacity for SCHOOL BOARD employees, adult chaperones, and students shall not exceed forty-four (44) passengers for high school, fifty (50) for middle school, and sixty (60) for elementary school. Students with special transportation requirements cannot be transported on these buses. Passengers shall not be permitted to stand at any time while the bus is moving. It is strongly recommended that any and all items that require loading through the rear of the bus will be loaded only under the supervision of the bus driver. The center aisle of the bus must remain unobstructed at all times the bus is in use.

6. **APPROPRIATE USE:** Buses assigned to MOSI may only be used to transport SCHOOL BOARD students to and from the school sites and MOSI located at 4801 East Fowler Avenue, Tampa, FL 33617. MOSI is authorized to collect appropriate fees from the schools, but may not directly collect student transportation usage fees. Buses assigned to MOSI may only be operated by drivers hired by MOSI and who have successfully completed the training required by the SCHOOL BOARD.

7. **FINANCIAL RESPONSIBILITY:** MOSI is responsible for all costs incurred because of the operation of the school buses including, but not limited to, the following:

- Recurring costs such as fuel, lubricant, grease, seat covers, bulbs and tires;
- All repair and replacement costs;
- Breakdown and tow costs; and
- Costs of providing spare buses.

8. **REPLACEMENT REVIEW:** In the event that a school bus assigned to MOSI suffers a severe breakdown (a severe breakdown will be described as the cost of the repair significantly exceeds the depreciated value of the bus), MOSI and the SCHOOL BOARD will investigate.

If there is a mutual determination that the breakdown was caused by MOSI's lack of maintenance or lack of bus driver pre-inspection, then MOSI will be responsible for a \$4,000.00 cost of replacement fee. If MOSI is shown not to be responsible, the SCHOOL BOARD will provide an equivalent functional bus to MOSI. Any buses returned to the School Board must be returned with the same paint standards as they were issued.

9. **BUS INSPECTIONS:** The SCHOOL BOARD retains the right to inspect the two buses assigned to MOSI at any time. Additionally, MOSI will be responsible for providing a thirty (30) day DOE Inspection on the buses by a certified Florida school bus inspector. Thirty (30) Days to be defined as thirty (30) school days based on the SCHOOL BOARD student

calendar. MOSI will provide, to the SCHOOL BOARD Transportation Department, the name of the individual(s) conducting the thirty (30) day inspections and proof of certification as a Florida school bus inspector. The SCHOOL BOARD transportation department will conduct quarterly inspections on the buses assigned to MOSI to assure compliance with the Florida School Bus Safety Inspection Guidelines. This will include an audit of the DOE inspection documentation conducted between quarterly inspections. MOSI will assume the responsibility to schedule quarterly inspections with the Central Compound Shop Coordinator. When a bus is due for quarterly inspection, it will be driven to, and from, the SCHOOL BOARD Central Bus Compound, 5346 Parkway Boulevard, Land O' Lakes, FL 34639 at the time and expense of a MOSI bus driver. MOSI will assume the responsibility for the cost of the quarterly inspection.

10. **BUS MAINTENANCE RECORDS:** The vendor that MOSI chooses to use for preventative maintenance and maintenance repairs must maintain accurate records and provide copies of such to the SCHOOL BOARD Transportation Department at the time of the scheduled quarterly bus inspections.

11. **INSURANCE COVERAGE:** MOSI will be required to provide the following liability coverage for each of the school buses at all times:

- Auto liability insurance - \$5,000,000.00 per occurrence;
- General liability - \$500,000.00 per occurrence;
- Workers' Compensation liability – Statutory with Employers liability limit \$1,000,000.00/\$400,00.00/\$100,00.00;
- The SCHOOL BOARD must be listed in the certificate holder box;
- The SCHOOL BOARD must be listed as an additional insured with respect to liability;
- The policy must be valid for one year and must be listed under a valid policy number;
- Insurance shall be in effect for each year of this Agreement;
- The insurance company must be an "A" rated insurance company.

12. **INDEMNITY:** Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the SCHOOL BOARD under §768.28, Florida Statutes, as it now exists or as it may be amended from time to time. Each Party shall be and act as independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between or among the members. None of the personnel under contract to, employed by or volunteering for a Party shall be deemed in anyway to have any contractual relationship with any other Party. Each member shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder. This Section shall survive any termination or expiration of this Agreement for any incidents arising during the effective period of this Agreement. To the extent provided by law, MOSI shall indemnify and hold harmless the SCHOOL BOARD and its officers, agents and employees from any and all claims, losses, damages, charges or expenses arising out of any act, action, neglect or omission of MOSI of any of its agents or employees relating to this Agreement. The School Board hereby disclaims any warranty or representation to MOSI that the respective buses are safe or suitable for the purposes for which they are permitted to use under this Agreement.

13. **TERM:** The term of this Agreement shall be three years from the date of approval by the SCHOOL BOARD, renewable annually by mutual agreement by both parties. If either party wishes, this Agreement can be terminated with a sixty (60) day written notice.

IN WITNESS WHEREOF, MOSI and the SCHOOL BOARD have caused this Agreement to be executed by their duly authorized representatives.

DISTRICT SCHOOL BOARD OF
PASCO COUNTY

THE MUSEUM OF SCIENCE &
INDUSTRY, INC. a Florida nonprofit
Corporation

Chairman

District School Board of Pasco County

Date: _____

Superintendent

District School Board of Pasco County

Date: _____



Chief Operating Officer

Date: 4/13/12

By: 

Witness

Date: 4/13/12