

**MEMORANDUM OF AGREEMENT
SAFE ROUTES TO SCHOOL PROGRAM**

**THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
And
SANTA ROSA COUNTY SCHOOL DISTRICT**

This Agreement made and entered into this ____ day of _____, 2014, by and between the State of Florida, Department of Transportation (hereinafter referred to as the DEPARTMENT) and the agreed as follows:

WITNESSETH

WHEREAS, the Federal Highway Administration (FHWA) has established a Safe Routes to School Program under Title 1-FEDERAL-AID HIGHWAYS, Subtitle D – Highway Safety Section 1404, for infrastructure and non-infrastructure programs which is administered by the DEPARTMENT; and

WHEREAS, the PUBLIC AGENCY has agreed to participate in the non-infrastructure program component of the Program by providing bicycle-use awareness and education to students throughout Santa Rosa County; and

WHEREAS, the purpose of this Agreement is to specify the terms and conditions related to the joint participation between the DEPARTMENT and the PUBLIC AGENCY pursuant to the Safe Routes to School Program; and

WHEREAS, the DEPARTMENT has agreed to provide bicycles and 1 storage trailer for use by the PUBLIC AGENCY as part of its participation in the Safe Routes to School Program; and

NOW THEREFORE, in consideration of the foregoing and on the basis of establishing the expectation of and the obligations of each party hereto, the parties agree as follows:

PARTICIPATION BY THE DEPARTMENT and THE PUBLIC AGENCY

1. The DEPARTMENT will provide to the PUBLIC AGENCY bicycles and one trailer for the bicycles to the PUBLIC AGENCY as described in Exhibit “A”, attached hereto.
2. The PUBLIC AGENCY will accept the bicycles and storage trailer, which shall be used solely within Santa Rosa County and the use shall be consistent with the Safe Routes to School Program goals and guidelines.
3. The PUBLIC AGENCY shall retain ownership and control of the storage trailer and bicycles at all times. The PUBLIC AGENCY shall not transfer, assign, trade, sell, lease or otherwise dispose of the storage trailer and/or any of the bicycles upon taking possession of the storage trailer and bicycles.
3. The PUBLIC AGENCY must comply with FHWA Title 49, Code of Federal Regulations, Section 18.32 (49 CFR 18.32) Equipment (title to equipment acquired under a federal grant).

4. Upon taking possession of the bicycles and storage trailer, the PUBLIC AGENCY is responsible for all maintenance of the equipment for the entire useful life of the equipment.
5. Upon taking possession of the bicycles and storage trailer, the PUBLIC AGENCY shall be responsible for any and all expenses, including but not limited to training expenses, Safe Routes to School Program activities, tag title, insurance, maintenance, storage and transportation for the bicycles and trailer. The PUBLIC AGENCY agrees that at no time shall the DEPARTMENT be liable or responsible for any costs incurred by the PUBLIC AGENCY after the PUBLIC AGENCY has accepted the bicycles and storage trailer.
6. Upon taking possession of the bicycles and storage trailer, the PUBLIC AGENCY shall be responsible for all liability, to the extent provided by law, for the bicycles, storage trailer and use of the bicycles and storage trailer. The PUBLIC AGENCY agrees that at no time the DEPARTMENT be responsible for any liability arising out of any use of the bicycles and storage trailer after the PUBLIC AGENCY has taken possession of same.
7. The PUBLIC AGENCY shall provide, on an annual basis for five (5) years to the DEPARTMENT, an activity report with details of Safe Routes to School Program events held by the PUBLIC AGENCY, including dates, number of students participating and general overview of events and any other information required by the DEPARTMENT in administration of the Safe Routes to School Program. The annual report will be due by June 30th each year.
8. The PUBLIC AGENCY shall allow other local government agencies and non government entities within the county to use the bicycles and storage trailer for the Safe Routes to School Program activities provided that the agency or entity has taken the Florida Traffic and Bicycle Safety Education Program's Traffic Safety Education Course.
9. All notices required pursuant to the terms hereof shall be sent, unless prior written notification of an alternate address for notices is sent, to the following addresses:

PUBLIC AGENCY

Santa Rosa County School District
Sherry L Smith, Director of Student Services
6751 Berryhill Street
Milton, FL 32583
850/983-5052
Smithsl@mail.santarosa.k12.fl.us

DEPARTMENT

Florida Department of Transportation
Sarita Taylor, Project Manager
605 Suwannee St, MS 53
Tallahassee, FL 32399-0450
850/414-4098
Sarita.taylor@dot.state.fl.us

GENERAL PROVISIONS

1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter

of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document and executed by both parties.

2. Unless otherwise specifically stated herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
3. The PUBLIC AGENCY shall comply with all federal, state and local laws and ordinances applicable to the activities thereof. The PUBLIC Agency shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of activities under this Agreement.
4. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of the Agreement thus invalidated or declared unenforceable is not material to the intended operation of the Agreement.
5. The PUBLIC AGENCY shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.
6. This Agreement shall take effect upon execution by both parties and remain in effect until terminated in accordance with the terms of this Agreement.
7. In the event this Agreement is in excess of \$25,000.00 (TWENTY FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6) (a), Florida Statutes, are hereby incorporated as follows:
8. "THE DEPARTMENT", during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contract for periods exceeding one (1) year, but any contract so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.

TERMINATION

1. The DEPARTMENT reserves the right to seek termination or cancellation of this Agreement in the event the PUBLIC AGENCY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.
2. If the DEPARTMENT determines that the performance of the PUBLIC AGENCY is not satisfactory, the DEPARTMENT shall have the option of (1) immediately terminate the Agreement, or (2) notify

the PUBLIC AGENCY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (3) take whatever action is deemed appropriate by the DEPARTMENT.

3. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the PUBLIC AGENCY, the DEPARTMENT shall notify the PUBLIC AGENCY of such termination in writing.

INDEMNITY

1. When either party receives notice of claim for damages that may have been caused by the other party in performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.
2. The PUBLIC AGENCY agrees to include the following indemnification provision in all contracts with any non-government entity. ("Entity") who perform any activity in connection with this Agreement:

"The Entity shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees. Neither the Entity, nor any of its officers, agents or employees will be liable under this section for damages arising out of injury or damage to persona or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees."

VENDORS/CONTRACTORS:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the PUBLIC AGENCY has executed this Agreement this ____ day of _____, 2014 and the DEPARTMENT has executed this Agreement this ____ day of _____, 2014.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Department Legal Review:

SANTA ROSA COUNTY SCHOOL DISTRICT

Attest

By: _____

(Seal)

Name: _____

Title: _____

(Name)

Exhibit "A"

Trailer, Bicycle and Equipment

Item	Count	Cost
Trailer	1	\$11,270
Bicycles	34	\$7,957.30
Training wheels	2	\$58.50
PVC signs – 7 in set	1	\$508
Station markers – 16 in set	1	\$686
18" traffic cones		\$434.05
Bill Nye Bike Safety DVD	1	\$29.95
Tire Gauge	1	\$4.95
TOTAL COST		\$20,948.75