

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20031083

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute an agreement with Good Wheels for transportation services in the event of a declared State of Local Emergency.

WHY ACTION IS NECESSARY: Board approval is required.

WHAT ACTION ACCOMPLISHES: To assist Lee County in providing transportation assistance to people with special needs in the event of a declared State of Local Emergency.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:**

C7B

3. MEETING DATE:

10-07-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT Independent
- C. DIVISION Public Safety
- BY: John D. Wilson, Director

7. BACKGROUND:

The purpose of this agreement is to provide emergency transportation assistance to people with special needs in the event of a natural or technological disaster. Good Wheels has access to a fleet of vehicles dedicated to providing transportation to people with special needs. People with special needs are individuals who are homebound and/or medically dependent. These people have voluntarily registered with Lee County Emergency Management through the Special Needs Program for special care and/or transportation services. This agreement is necessary in order to obtain enough transportation resources to meet the demand to evacuate special needs population.

Attachments--Four Agreements

8. MANAGEMENT RECOMMENDATIONS: Staff has requested agreement.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
					OA	OM	Risk	GC
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
9/14/03	9/14/03			9/16/03	9/16/03	9/16/03	9/16/03	9/18/03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 9/16/03
Time: 1:00 PM

RECEIVED BY
COUNTY ADMIN: AM
9/16
11:45 am
COUNTY ADMIN
FORWARDED TO: HS
9/16 5:00

Forwarded To:
Sp. Admin.
9/16/03 1:00 PM

Lee County Contract No. _____

AGREEMENT FOR TRANSPORTATION SERVICES

This Agreement is made this _____ day of _____, 2003 by and between Lee County, a political subdivision of the State of Florida, hereinafter, "County," and Good Wheels, hereinafter "Good Wheels", collectively referred to as "The Parties."

WHEREAS, it is the desire of Lee County to provide transportation assistance to people with special needs in the event of a declared State of Local Emergency pursuant to Chapters 125 and 252, Florida Statutes; and

WHEREAS, Good Wheels has access to a fleet of vehicles dedicated to providing transportation to people with special needs; and

WHEREAS, Good Wheels is willing to provide transportation to people with special needs in a declared State of Local Emergency; and

WHEREAS, the COUNTY is a "local emergency management agency" pursuant to Chapter 252, Florida Statutes, and therefore has the responsibility for emergency management for the COUNTY; and

WHEREAS, the COUNTY and Good Wheels recognize the mutual benefits that will arise, as the result of Good Wheels and its personnel working with the COUNTY in a declared State of Local Emergency; and

NOW THEREFORE, the COUNTY and Good Wheels, in consideration of the mutual covenants and promises as contained in this agreement, hereby agree as follows:

SECTION ONE: COUNTY'S OBLIGATIONS

A. Lee County, through Lee Tran and Emergency Management agrees that in a State of Local Emergency to:

1. Identify transportation priorities for the use of Good Wheels bus resources.
2. Identify origins and destinations for the use of Good Wheels bus resources.
3. Provide as much advance notice to Good Wheels as is practicable for the use of Good Wheels vehicles and personnel.
4. Serve, through the Director of Lee Tran as the point of coordination, activation and request documents and notice for the use of Good Wheels bus resources.

B. Reimburse Good Wheels for:

- i) Good Wheels' actual costs, (including overhead expenses at its standard overhead rates) incurred in supporting the provision of transportation assistance

to people with special needs and other work as assigned by Lee Tran.

- ii) Good Wheels' subcontractor charges for vehicle operations, to be paid at an hourly rate per vehicle hour for the vehicle types as specified below. Said hourly rates shall be inclusive of all costs of vehicle operation including (but not limited to) vehicles costs, fuel, bus operators, dispatch, maintenance and overhead.

Vehicle type	Hourly rate
Lift van	\$35.00
Sedan	\$35.00
Minivan	\$35.00
Miscellaneous	\$35.00

SECTION TWO: GOOD WHEELS OBLIGATIONS

Good Wheels, by and through its Director or designee, agrees to:

1. Provide all requested assistance to the extent it is possible to do so, to the COUNTY when a State of Local Emergency is declared by Lee County pursuant to Section 252.38(6)(e), Florida Statutes, and in a manner consistent with the Lee County Comprehensive Emergency Management Plan, and any supporting plans and procedures written in accordance

with the provisions of this Agreement.

2. Maintain complete, documented and accurate written records for reimbursable costs for each event as described in Section One.
3. Hold and maintain all appropriate and necessary insurance policies for both its employees and vehicles during an emergency declared by Lee county.
4. Make available a coordinator to act as a liaison with Lee Tran.

SECTION THREE: GENERAL PROVISIONS

1. Access to Records - Good Wheels shall provide the County, or any auditing or accounting firm acting as agent for the County, with access to the records described above upon request during normal business hours, and shall provide such reasonable assistance as the other may request to locate, interpret and copy such records.
2. Planning and Implementation - Good Wheels shall assist the COUNTY in the preparation of an emergency procedure that will be used to guide the use of Good Wheels vehicles during an emergency declared by Lee County.

3. Reimbursement - Reimbursement to Good Wheels shall be made in a lump sum and shall be paid within sixty (60) days, or as soon as possible thereafter if resources are unavailable to process this payment, after Good Wheels provides the COUNTY with records of costs. Good Wheels will also provide the COUNTY with all records of costs in Good Wheels' control or possession, to enable the COUNTY to be reimbursed from other sources as the result of COUNTY's expenditures.
4. Indemnification and Hold Harmless - To the extent that the County may be held liable under Section 768.28, Florida Statutes, the COUNTY and Good Wheels agree that each will defend, indemnify and save the other harmless due to the negligent acts of its own employees, officers, or agents, including volunteers, or due to any negligent operation of equipment. This section shall not be construed as waiving any defense or limitation, which either party may have against any claim or cause of action, by any person not a party to this agreement.
- 5 . Good Wheels shall indemnify and hold the County harmless from all losses, injuries or damages, and wages or overtime

compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

6. Good Wheels as an Independent Contractor - The COUNTY and Good Wheels agree that throughout the term of this agreement and during the performance of the obligations hereunder, that Good Wheels is an independent contractor in all respects and shall not be an agent, officer or employee of the COUNTY.

7. It is the Parties' intention that Good Wheels will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. Good Wheels activities and responsibilities hereunder. The contractor agrees that it is a

separate and independent enterprise for the public employer, that it has made its own investment in its business, and this it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between Good Wheels and the County, and the County will not be liable for any obligation incurred by Good Wheels, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Cancellation - Either party upon thirty (30) days prior written notice to the other party may cancel this agreement.
9. Amendments to the Agreement - This Agreement may be amended by the mutual acceptance of any amendments, made in writing, and signed by both parties. Such amendments shall be incorporated into the body of this original agreement and attached hereto. All provision of this original agreement shall remain in full force and effect with the exception of the amending language, which shall control.
10. Applicable Law - This Agreement shall be controlled and interpreted according to the laws, rules and regulations of the State of Florida and Lee County.

11. Scope of Agreement - This Agreement, including any incorporated exhibits or amendments, constitutes the entire Agreement between the parties and shall supersede and replace any and all prior understandings whether oral or in writing, between the parties.

12. Execution of Agreement - Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall take effect after it has been signed by both the COUNTY and Good Wheels, and upon being duly filed with the Clerk of Court of Lee County.

IN WITNESS WHEREOF, the parties have caused the execution hereof by their duly authorized officials on this _____ day of _____, 2003.

ATTEST:

BOARD OF COUNTY COMMISSION

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

GOOD WHEELS, INC.

By: _____
County Attorney's Office

By: *Amy J. Bryant*
President

Carol Schaefer
Witness

Michael L. Harris
Witness

JUN-25-2003 WED 04:27 PM

FAX NO. 904

P. 01/02

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
06/25/2003

PRODUCER
Bushong Insurance Associates, Inc.
P.O. Box 3140

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

Punta Vedra Beach FL 32004-

INSURED
Good Wheels, Inc.
10075 Bavaria Rd., SE

INSURER A: Burlington Ins. Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Fort Myers FL 33913-

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	183B000372	01/03/2003	01/03/2004	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & AUTO INJURY \$ 100,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
Certificate holder is included as additional insured as respects operations of the named insured. VZA FAX#:
239-335-2335 *Via fax to the insured 239-768-2900*

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: *A*

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Lee County Board of County Commissioners
c/o Contract Management
PO Box 398
Ft. Myers FL 33916-

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ACORD 26-S (7/97)
INS 3025S (9910).01

ELECTRONIC LASER FORMS, INC. - (800)337-4645

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JUN-25-2003 WED 04:27 PM

FAX NO. 904

P. 02/02

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

JUN-10-2003 TUE 10:11 AM

FAX NO. 904

P. 01

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE
06/10/2003

PRODUCER
Bunshong Insurance Associates, Inc.
P.O. Box 3140

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDS COVERAGE

Route Vudra Beach FL 32004-

INSURER A American International Companies

INSURER B Good Wheel, Inc.
10075 Evernia Rd., SE

INSURER C

Fort Myers FL 33913-

INSURER D

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM	TYPE OF COVERAGE	POLICY NUMBER	POLICY PERIOD (DATE)	EXPIRES (DATE)	COVERAGE	LIMITS
	GENERAL LIABILITY		/ /	/ /	EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY		/ /	/ /	FOUR DAMAGE (any one per)	\$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>		/ /	/ /	WITH EXP. (any one per)	\$
			/ /	/ /	PERSONAL & ADV. SERV.	\$
			/ /	/ /	GENERAL AGGREGATE	\$
			/ /	/ /	PRODUCTS - COMPLY AGG.	\$
	GEN. AGGREGATE LIMIT APPLIES WITH:		/ /	/ /		
	POLICY <input type="checkbox"/> SUB <input type="checkbox"/> LOC <input type="checkbox"/>		/ /	/ /		
	AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (all accidents)	\$
	ANY AUTO		/ /	/ /	BODILY INJURY (per person)	\$
	ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (per accident)	\$
	SCHEDULED AUTOS		/ /	/ /	PROPERTY DAMAGE (per accident)	\$
	LEASED AUTOS		/ /	/ /		
	NON-OWNED AUTOS		/ /	/ /		
	GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: <input type="checkbox"/> CANCE. <input type="checkbox"/> ACC. <input type="checkbox"/>	\$
	RENTAL LIABILITY		/ /	/ /	EACH OCCURRENCE	\$
	OCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>		/ /	/ /	AGGREGATE	\$
	DEDUCTIBLE		/ /	/ /		\$
	RETENTION \$		/ /	/ /		\$
A	EMPLOYERS LIABILITY AND EMPLOYERS LIABILITY	HC0414556	04/15/2003	04/15/2004	<input checked="" type="checkbox"/> NO STATE <input type="checkbox"/> STATE <input type="checkbox"/> LTD. <input type="checkbox"/>	
			/ /	/ /	E.L. EACH ACCIDENT	500,000
			/ /	/ /	E.L. DISEASE - EA EMPLOYEE	500,000
			/ /	/ /	E.L. DISEASE - POLICY LIMIT	500,000
	OTHER		/ /	/ /		

DESCRIPTION OF OPERATION, LOCATION, GENERAL EXCLUSIONS ADDED BY ENDORSEMENT INFORMATION FROM POLICY
VLS FAX#339-768-0334

CERTIFICATE HOLDER
Lee County Board of County Commissioners
c/o Contract Management
PO Box 398
Fort Myers, FL 33902-0398

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUING ITS AGENTS OR REPRESENTATIVES.

[Handwritten Signature]

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01-1180289 (part 1)

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