

**Agreement between The
School Board of Sarasota County, Florida
And
Boys & Girls Clubs of Sarasota County, Inc.
For Transportation Services**

This Agreement is made and entered into this ____ day of _____, 2009, effective July 1, 2009, by and between The School Board of Sarasota County, Florida, a body corporate existing under the laws of the State of Florida (the "School Board") and Boys & Girls Clubs of Sarasota County, Florida ("Boys & Girls Clubs"), a Florida Non Profit Corporation.

WITNESSETH:

WHEREAS, Boys & Girls Clubs are operating a youth development center within Sarasota County; and

WHEREAS, Boys & Girls Clubs are desirous of receiving the School Board's services in transporting students to and from its facilities; and

WHEREAS, the School Board's Transportation Department has the capability to provide the services requested.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties agree as follows:

1. **Services.** The School Board hereby agrees to provide daily transportation services for students attending Boys & Girls Clubs for the 2009-2010 school year on mutually agreed bus routes. This Agreement is not intended to prevent Boys & Girls Clubs from also independently providing daily transportation services for some or all of its students.

2. **Routes.** All bus stops and bus routes will be mutually agreed upon prior to the start of the school year. Additional stops will be not be added until approved by the Boys & Girls Clubs and reviewed for safety and approved by the School Board's Transportation Department. Route changes, if approved, will require seven (7) calendar days from the date of request to the date of implementation. Special needs transportation requests must be made a minimum of fourteen (14) days prior to the requested date of implementation.

3. **Costs.** The cost for each route will be determined by mileage and driver cost(s). The Boys & Girls Clubs agree to pay the School Board \$23.25 per hour, per driver and \$20.25 per hour, per attendant (if required), and \$2.60 per route mile (cost of mileage may change to reflect fuel increase) for transportation services. The School Board's Transportation Department will bill Boys & Girls Clubs each month for costs due in providing transportation services to Boys & Girls Clubs. Payment is due within fifteen (15) days of billing.

4.. **Communication.** It will be the responsibility of Boys & Girls Clubs to designate a transportation liaison. Parents of Boys & Girls Clubs students requesting a change in service or transportation information will communicate with Boys & Girls Clubs rather than contacting the School Board. Any parent inquiries or concerns regarding transportation services received by the School Board will be forwarded to Boys & Girls Clubs. Boys & Girls Clubs liaison will also be responsible for communicating all requests for service, discipline concerns, and other transportation requests or concerns to the School Board's Transportation Department. The School Board will appoint a route supervisor to serve as a liaison with Boys & Girls Clubs and to monitor all drivers, routes and students during the school year.

5. **Conduct.** Boys & Girls Clubs will adopt a STUDENT CODE OF CONDUCT for the purpose of addressing school bus disciplinary problems. The School Board reserves the right to refuse transportation to any student whose behavior it deems unacceptable.

6. **List of Student Riders.** Boys & Girls Clubs will send specific lists of students to be transported, with names and addresses, to the School Board's Transportation routing department by July 22, 2009.

7. **Term of Agreement.** The term of this Agreement is from July 1, 2009 through June 30, 2010.

8. **Termination.** This Agreement may be terminated without cause, by either party, upon thirty (30) days' written notice.

9. **Indemnification.** Boys & Girls Clubs agrees to hold harmless, indemnify, and defend the School Board, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from the School Board, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing herein is intended to act as a waiver of the sovereign immunity and the School Board's limits of liability established by Florida law.

In addition, Boys & Girls Clubs shall provide a minimum of \$500,000 comprehensive general liability insurance naming the Board as an additional insured.

10. **Notices.** Any notice given pursuant to this Agreement shall be as follows:

To the Boys & Girls Clubs:

Boys & Girls Clubs of Sarasota County, Inc.
3100 Fruitville Road
Sarasota, Florida 34237

To the School Board:

Director, Transportation Department
The School Board of Sarasota County, Florida
301 Old Venice Road
Osprey, Florida 34229

11. **Full Agreement.** This Agreement represents the entire agreement of the parties hereto and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective undersigned duly authorized officials as of the day and year first above written.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

By: _____
Caroline G. Zucker, Chair

Approved for Legal Content
May 18, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

BOYS & GIRLS CLUBS OF SARASOTA
COUNTY, INC.

By: _____
Max Reid, President/
Chief Operating Officer