

**Agreement between The
School Board of Sarasota County, Florida
And
Girls Incorporated of Sarasota County
For Transportation Services**

This Agreement is made and entered into this ____ day of August, 2008, effective July 1, 2008, 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 Girls Incorporated of Sarasota County ("Girls, Inc."), a Florida Non Profit Corporation.

WITNESSETH:

WHEREAS, Girls, Inc. is operating as an after school program for girls within Sarasota County; and

WHEREAS, Girls, Inc. is 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 Girls, Inc. for the 2008-2009 school year on mutually agreed bus routes. This Agreement is not intended to prevent Girls, Inc. 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 Girls, Inc. 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). Girls, Inc. 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 Girls, Inc. each month for costs due in providing transportation service to Girls, Inc. Payment is due within fifteen (15) days of billing.

4. **Communication.** It will be the responsibility of Girls, Inc. to designate a transportation liaison. Parents of Girls, Inc. students requesting a change in service or transportation information will communicate with Girls, Inc. rather than contacting the

School Board. Any parent inquiries or concerns regarding transportation services received by the School Board will be forwarded to Girls, Inc. Girls, Inc.'s 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 Girls, Inc. and to monitor all drivers, routes and students during the school year.

5. **Conduct.** Girls, Inc. 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.** Girls, Inc. will send specific lists of students to be transported, with names and addresses, to the School Board's Transportation routing department by July 22, 2008.

7. **Term of Agreement.** The term of this Agreement is from July 1, 2008 through June 30, 2009.

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

9. **Indemnification.** Girls, Inc. 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, Girls, Inc. 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 Girls, Inc.:

Girls Incorporated of Sarasota County
201 South Tuttle Avenue
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: _____
Kathy Kleinlein, Chair

Approved for Legal Content
June 24, 2008, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

GIRLS INCORPORATED OF SARASOTA
COUNTY

By: _____
Stephanie Feltz, Executive Director