

**Agreement between The  
The School Board of Sarasota County, Florida  
And  
Laurel Civic Association, 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 Laurel Civic Association, Inc., ("Laurel Civic"), a Florida Non Profit Corporation.

WITNESSETH:

WHEREAS, Laurel Civic is a community based non-profit organization within Sarasota County, with participants attending Laurel-Nokomis School;

WHEREAS, Laurel Civic is desirous of receiving the School Board's services in transporting students between Forest Street at The Park, Laurel, Florida, and Laurel-Nokomis School, before and after school; 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 on all school days for students of Laurel Civic parents attending Laurel-Nokomis School for the 2009-2010 school year on the bus route as described in paragraph 2 below. This Agreement is not intended to prevent Laurel Civic from also independently providing daily transportation services for some or all students of Laurel Civic parents.

2. **Route.** The parties mutually agree there will be one stop at each destination: students will be transported from Forest Street at The Park to Laurel-Nokomis School before school and returned to Forest Street at The Park after school. Additional stops will not be added unless requested by Laurel Civic and reviewed for safety and approved, in its sole discretion, by the School Board's Transportation Department. Any route change, 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 the route will be determined by mileage and driver cost(s). Laurel Civic 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 Laurel Civic each month for costs due in providing transportation services to Laurel Civic. Payment is due within fifteen (15) days of billing.

4. **Communication.** It will be the responsibility of Laurel Civic to designate a transportation liaison. Parents of Laurel Civic students requesting a change in service or transportation information will communicate with Laurel Civic rather than contacting the School Board. Any parent inquiries or concerns regarding transportation services received by the School Board will be forwarded to Laurel Civic. Laurel Civic 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 Laurel Civic and to monitor all drivers, routes and students during the school year.

5. **Conduct.** Laurel Civic will adopt the School Board's 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.** Laurel Civic will send a specific list 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.** Laurel Civic 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, Laurel Civic shall provide a minimum of \$500,000 comprehensive general liability insurance naming the School Board as an additional insured.

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

To the Laurel Civic:

Laurel Civic Association, Inc.  
P.O. Box 511  
509 Collins Road  
Laurel, Florida 34272

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  
July 13, 2009, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

LAUREL CIVIC ASSOCIATION, INC.

By: \_\_\_\_\_  
Sandra Terry, Executive Director