

**AGREEMENT
BETWEEN THE
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SARASOTA COUNTY SCHOOL BOARD**

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter, "DEPARTMENT") and the SARASOTA COUNTY SCHOOL BOARD, (hereinafter, " SCHOOL BOARD"), for the SCHOOL BOARD to participate in the Safe Routes to Schools Program.

WITNESSETH

1. WHEREAS, the Safe Routes to School Program ("SRTS") was authorized in August 2005 by Section 1404 of the Federal Transportation Act to make it safer, easier and more fun for children in grades K through 8, to walk or bicycle to and from school; and
2. WHEREAS, SRTS is funded with Federal-aid highway funds to State Departments of Transportation for infrastructure projects and non-infrastructure programs; and
3. WHEREAS, the DEPARTMENT administers SRTS; and
4. WHEREAS, the SCHOOL BOARD has agreed to participate in the non-infrastructure program component of SRTS by providing bicycle-use awareness and education to students throughout Sarasota County; and
5. WHEREAS, the DEPARTMENT has agreed to provide bicycles and a storage trailer for use by the SCHOOL BOARD as part of its participation in the SRTS program.

NOW THEREFORE, in consideration of the mutual benefits to be derived from joint participation in this Agreement, the parties agree as follows:

I. PARTY OBLIGATIONS

1) DEPARTMENT OBLIGATIONS

- A) The DEPARTMENT shall provide to the SCHOOL BOARD bicycles and a storage trailer for the bicycles upon execution of this Agreement.

2) SCHOOL BOARD OBLIGATIONS

- A) The SCHOOL BOARD shall accept the bicycles and storage trailer, which shall solely be used within Sarasota County consistent with the SRTS program goals and guidelines.
- B) The SCHOOL BOARD shall retain ownership and control of the storage trailer and bicycles at all times. The SCHOOL BOARD shall not transfer, sell, lease or otherwise dispose of the storage trailer and/or any of the bicycles upon taking possession of the storage trailer and bicycles.

- C) Upon taking possession of the bicycles and storage trailer, the SCHOOL BOARD shall be responsible for any and all expenses, including but not limited to training expenses, SRTS activities, tags, title, insurance, maintenance, storage and transportation for the bicycles and trailer. The SCHOOL BOARD agrees that at no time shall the DEPARTMENT be liable or responsible for any costs incurred by the SCHOOL BOARD after the SCHOOL BOARD has accepted the bicycles and storage trailer.
- D) Upon taking possession of the bicycles and storage trailer, the SCHOOL BOARD 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 SCHOOL BOARD agrees that at no time shall the DEPARTMENT be responsible for any liability arising out of any use of the bicycles and storage trailer after the SCHOOL BOARD has taken possession of same.
- E) The SCHOOL BOARD shall provide, on a quarterly basis to the DEPARTMENT, an activity report with details of SRTS events held by the SCHOOL BOARD, including dates, # of students participating and general overview of events, and any other information required by the DEPARTMENT in administration of the SRTS program.
- F) The SCHOOL BOARD shall allow other local government agencies and non-government entities within Sarasota County to use the bicycles and storage trailer for SRTS program activities. The SCHOOL BOARD shall be responsible for scheduling use of SRTS equipment and ensuring said users have complied with the Florida Traffic and Bicycle Safety Education Program's Traffic Safety Education Course requirement.

II. GENERAL PROVISIONS

- 1) 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 in excess of the amounts budgeted as available for expenditure during such fiscal year. Any 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 contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- 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) 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 this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- 4) 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.
- 5) This Agreement shall take effect upon execution by both parties and remain in effect until terminated in accordance with the terms of this Agreement.

III. TERMINATION

- 1) The DEPARTMENT reserves the right to seek termination or cancellation of this Agreement in the event the SCHOOL BOARD 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 SCHOOL BOARD is not satisfactory, the DEPARTMENT shall have the option of (i) immediately terminating the Agreement, or (ii) notifying the SCHOOL BOARD 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 (iii) 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 SCHOOL BOARD, the DEPARTMENT shall notify the SCHOOL BOARD of such termination in writing.

IV. INDEMNITY

- 1) When either party receives notice of claim for damages that may have been caused by the other party in the 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 SCHOOL BOARD 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 persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees."

V. NOTICES

- 1) All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:

Florida Department of Transportation
Sarita Taylor,
District One Bicycle/Pedestrian Coordinator
801 North Broadway Avenue
Bartow, FL 33830
863/519-2216
Fax 863/534-0915

TO SCHOOL BOARD:

Sarasota County School Board
Lawrence J. Leon
1960 Landings Blvd
Sarasota, Florida 34231
Phone: 941-927-9000 ext. 31128
Fax: 941-927-4061
Larry_Leon@sarasota.k12.fl.us

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IN WITNESS WHEREOF, SARASOTA COUNTY SCHOOL BOARD has caused this Agreement to be executed in its behalf, by the Chairman or its designee, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee.

This Agreement shall become effective on: _____
Date to be entered by the DEPARTMENT

SARASOTA COUNTY SCHOOL BOARD

ATTEST

CLERK (SEAL)

CHAIRMAN OR DESIGNEE

DATE

PRINT NAME DATE

SARASOTA COUNTY SCHOOL BOARD LEGAL
REVIEW:

BY: A.S. Hare 4-23-09
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

EXECUTIVE SECRETARY (SEAL)

BY: _____
DISTRICT ONE SECRETARY
OR DESIGNEE

PRINT NAME DATE

PRINT NAME DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY: _____
DATE