

**INTERLOCAL AGREEMENT
BETWEEN SARASOTA COUNTY AND
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
FOR BUS PARKING AND FUELING**

This Interlocal Agreement (“Agreement”) is made and entered into as of the date of last signature below, by and between the School Board of Sarasota County, Florida, a body corporate existing under the laws of the State of Florida (“School Board”) and Sarasota County (“County”) , a political subdivision of the State of Florida (collectively referred to as “the Parties”).

WITNESSETH

WHEREAS, the County operates a public transit system within Sarasota County; and

WHEREAS, the School Board provides bus transportation to and from school for school age children and has a bus parking facility located at 2080 Citizen Parkway, North Port, Florida 34288; and

WHEREAS, the County wishes to utilize space at the School Board’s bus parking facility for the daily storage of eight (8) buses; and

WHEREAS, the County also wishes to purchase fuel from the School Board for such buses; and

WHEREAS, the School Board is agreeable to providing the County with the requested space and the fuel upon the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the School Board agree as follows:

1. **Services.** The School Board hereby agrees to provide bus parking spaces for eight (8) buses and to fuel for said buses. Furthermore, the School Board agrees that:
 - a. Designated County staff shall be granted access to the School Board’s Toledo Blade bus parking facility and staff areas located at 2080 Citizen Parkway, North Port, Florida 34288 (“Bus Parking Facility”), including the drivers’ lounge and restrooms. Such access will be on an as needed basis for the drivers to respond to pick up, drop off or inspect the County buses and will include either gate access by secure code or access cards to be provided by School Board.

- b. Within the drivers' lounge, the County will be permitted to install a computer configured in a manner as reasonably agreed by the information technology professionals of both the County and the School Board for use by County Staff as part of the performance of their job functions.
 - c. The County will be permitted to utilize the School Board's bus wash at the Bus Parking Facility, as needed for the County buses parking at the Bus Parking Facility.
 - d. The County shall be permitted to fuel buses as needed at the on-site fueling area and shall be provided with fuel keys for each bus using the Bus Parking Facility.
 - e. The County shall pay the School Board \$10.00 per fuel key.
2. **Fuel Costs.** The County agrees to pay for fuel at the purchase price along with a 3% handling fee. The School Board will bill the County for fuel used monthly and will include a report with each invoice demonstrating the fuel consumption being invoiced. Payments will be made in accordance with Section 218.70, Florida Statutes, known as the Local Government Prompt Payment Act.
3. **No Minimum Level of Fees.** Nothing in this agreement shall be construed to require the County to purchase or consume any minimum level of fuel or to pay any minimum amount of fees to the School Board.
4. **Communication.** Each party has designated a transportation liaison, as identified below, to facilitate communications as needed during the term of the Agreement. The County liaison will also be responsible for communicating all requests for service concerns to the School Board's Transportation Department.

County Liaison:

Name: Ms. Glama Carter
 Title: Director, Sarasota County Area Transit
 Address: 5303 Pinkney Ave
Sarasota FL 34233
 Telephone: 941-861-1006
 Facsimile: 941-861-1000
 E-mail: gcarter@scgov.net

School Board Liaison:

Name: F. Ellery Girard
 Title: Director Transportation
 Address: 301 Old Venice Road
Osprey, Florida 34229
 Telephone: 941-486-2141
 Facsimile: 941-486-2148
 E-Mail: Ellery.girard@sarasotacountyschools.net

5. **Term of Agreement.** This Agreement shall be effective as of July 1, 2014, and thereafter shall renew annually unless either party provides notice of its intent to terminate as provided below.
6. **Termination.** This Agreement may be terminated without cause, by either party, upon sixty (60) days' written notice.
7. **Notices.** Any notice given pursuant to this Agreement shall be provided to the transportation liaisons identified below as well as to the following addresses:

To the County: Sarasota County Area Transit Administration
 5303 Pinkney Ave
 Sarasota FL 34233

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

8. **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 executed the Agreement as of the date last below written.

WITNESS: The School Board of Sarasota County,
Florida

Print Name: _____ Print Name: Jane Goodwin

Signed By: _____ Signed By: _____

Date: _____ Title: Chair

Date: _____

Approved for Legal Content,
May 1, 2014 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH

SARASOTA COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

BY: _____
CHAIRMAN

DATE: _____

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board of
County Commissioners

BY: _____

Approved as to form and correctness:

BY: _____
COUNTY ATTORNEY