Agreement Between The School Board of Sarasota County, Florida And

Laurel Civic Association, Inc. For Transportation Services

This Agreement is made and entered into this 3rd day of September, 2013, effective August 19, 2013, 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 Assoc."), a Florida Non Profit Corporation.

WITNESSETH:

- WHEREAS, Laurel Civic Assoc. is operating a youth development center within Sarasota County; and
- WHEREAS, Laurel Civic Assoc. is desirous of receiving the School Board's services in transporting students to and from its school and maintaining its vehicles; 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 Laurel Civic Assoc. for the 2013-2014 school year on mutually agreed bus routes. This Agreement is not intended to prevent Laurel Civic Assoc. 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 not be added until approved by Laurel Civic Assoc. and reviewed for safety and approved by the School Board's Transportation Department. Route changes, if approved, will require 7 calendar days from the date of request to the date of implementation. Special needs transportation requests must be made a minimum of 14 days prior to the requested date of implementation.
- 3. **Costs.** The cost for each route will be determined by mileage and driver costs. Laurel Civic Assoc. agrees to pay the School Board \$24.00 per hour, per driver and \$20.25 per hour, per attendant (if required), and \$2.75 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 Assoc. each month for costs due in providing transportation services to Laurel Civic Assoc. Payment is due within fifteen (15) days of billing.

Additionally, Laurel Civic Assoc. will pay to the School Board a risk management fee of \$527.40 on or before September 30, 2013.

- 4. **Communication.** It will be the responsibility of Laurel Civic Assoc. to designate a transportation liaison. Parents of Laurel Civic Assoc. students requesting a change in service or transportation information will communicate with Laurel Civic Assoc. 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 Assoc. Laurel Civic Assoc.'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 Laurel Civic Assoc. and to monitor all drivers and routes during the school year.
- 5. **Conduct.** Laurel Civic Assoc. 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 Assoc. will send specific lists of students to be transported, with names and addresses, to the School Board's transportation routing department by July 1, 2013.
- 7. **Term of Agreement.** The term of this Agreement is from August 19, 2013 through June 30, 2014.
- 8. **Termination.** This Agreement may be terminated without cause by either party, upon thirty (30) days written notice.
 - 9. Notices. Any notice given pursuant to this Agreement shall be as follows:

To Laurel Civic Association Laurel Civic Association

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

10. **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: Jane Goodwin, Chair
Approved for Legal Content, August 15, 2013 by Matthews Eastmoore, Attorneys for The School Board of Sarasota County, Florida Signed: <u>ASH</u>	
	LAUREL CIVIC ASSOCIATION, INC.
	By: