

**Agreement Between The  
School Board of Sarasota County, Florida  
And  
Charlotte County Family YMCA, d/b/a North Port YMCA  
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 Charlotte County Family YMCA, a Florida Non Profit Corporation, d/b/a North Port YMCA ("North Port YMCA").

WITNESSETH:

WHEREAS, North Port YMCA is operating a youth development center within Sarasota County; and

WHEREAS, North Port YMCA 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 North Port YMCA for the 2013-2014 school year on mutually agreed bus routes. This Agreement is not intended to prevent North Port YMCA 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 North Port YMCA 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. North Port YMCA 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 North Port YMCA each month for costs due in providing transportation services to North Port YMCA. Payment is due within fifteen (15) days of billing.

Additionally, North Port YMCA 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 North Port YMCA to designate a transportation liaison. Parents of North Port YMCA students requesting a change in service or transportation information will communicate with North Port YMCA rather than contacting the School Board. Any parent inquiries or concerns regarding transportation services received by the School Board will be forwarded to North Port YMCA. North Port YMCA'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 North Port YMCA and to monitor all drivers and routes during the school year.

5. **Conduct.** North Port YMCA 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.** North Port YMCA 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, without cause, upon thirty (30) days written notice.

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

To North Port YMCA:

Charlotte County Family YMCA,  
d/b/a North Port Family YMCA  
5930 Sam Shapos Way  
North Port, Florida 34287

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 16, 2013 by Matthews Eastmoore,  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: \_\_\_\_\_ASH

CHARLOTTE COUNTY FAMILY YMCA,  
d/b/a NORTH PORT FAMILY YMCA

By: \_\_\_\_\_  
Lisa Horan, Child Care Director