

**Agreement Between
The School Board of Sarasota County, Florida
and
Laurel Civic Association, Inc.
For Daily Transportation Services**

This Agreement is made and entered into effective _____, 20____ (the “Effective Date”), by and between The School Board of Sarasota County, Florida, a body corporate existing under the laws of the State of Florida (the “Board”) and Laurel Civic Association, Inc. (“Laurel Civic”), a Florida Non-Profit Corporation.

WITNESSETH:

WHEREAS, Laurel Civic is desirous of receiving the Board’s services in transporting students to and from Laurel Civic and maintaining its vehicles; and

WHEREAS, the Board’s Transportation Department (the “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 Board hereby agrees to provide daily transportation services (one bus) for students at Laurel Nokomis School attending the Laurel Civic Association afterschool program for the 2024 – 2025 school year on mutually agreed bus routes. This Agreement is not intended to prevent Laurel Civic 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. Route changes, 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 each route will be determined by mileage and driver costs. Laurel Civic agrees to pay the Board \$28.00 per hour, per driver and \$22.25 per hour, per attendant (if required), and \$3.80 per route mile (cost of mileage may change to reflect fuel increase) for transportation services. The Board will send monthly invoices to Laurel Civic for these costs which shall be due and payable by Laurel Civic 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 Board. Any parent inquiries or concerns regarding transportation services received by the 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 Transportation Department. The 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 Board’s STUDENT CODE OF CONDUCT for the purpose of addressing school bus disciplinary problems. The Board reserves the right to refuse transportation to any student whose behavior it deems unacceptable.

6. **List of Student Riders.** Laurel Civic will send specific lists of students to be transported, with names and addresses, to the Transportation Department.

7. **Term of Agreement.** The term of this Agreement is from the Effective Date through June 30, 2025. The Agreement shall thereafter automatically renew on an annual basis for one (1) school year periods unless otherwise terminated as provided in Section 8. hereinbelow. In the event the Board does not intend to renew the Agreement for the following school year, the Board shall notify Laurel Civic in writing by June 1 of the existing school year.

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

To Board: School Board of Sarasota County, Florida
Attention: Superintendent
1960 Landings Blvd.
Sarasota, FL 34231

With a Copy to: The School Board of Sarasota County, Florida
Director, Transportation Department
301 Old Venice Road
Osprey, Florida 34229

10. **Force Majeure.** Neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. This includes if a force majeure event substantially decreases the Board's transportation staff. For purposes of this Agreement, the term "force majeure" means acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the Term of this Agreement. The Board, in its sole discretion, reserves the right to terminate this agreement if a force majeure event occurs, in which case, all services under this Agreement shall cease as of the last day worked.

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.

12. **Sovereign Immunity.** Nothing contained in this Agreement shall be interpreted or construed to mean the Board waives its common law sovereign immunity or the limits of liability set forth in Florida Statutes.

13. **Indemnification.** Laurel Civic agrees to defend in the Board's name and behalf and/or in the name and behalf of an employee of the Board any suit or proceeding against the Board alleging damages for actions by the Board arising out of or in the course of the Board's performance of this Agreement, even if any of the allegations of any such suit or proceeding are groundless, false, or fraudulent.

14. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with laws of the State of Florida. In the event of any legal or equitable action arising under this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the state and federal courts of the State of Florida located in or otherwise having jurisdiction over Sarasota County, Florida, and the parties specifically waive any other jurisdiction and venue.

15. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

16. **Severability.** If any provision(s) of this Agreement is held to be invalid or unenforceable, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision(s).

17. **E-Verify.** Pursuant to Section 448.095, Florida Statutes, Laurel Civic shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/> to verify the employment eligibility of all employees hired during the term of this Agreement. If applicable, Laurel Civic shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Subcontractors shall provide Laurel Civic with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, Florida Statutes. Laurel Civic shall provide a copy of such affidavit to the Board upon receipt and shall maintain a copy for the duration of the Agreement. Laurel Civic shall provide evidence of compliance with Section 448.095, Florida Statutes with fifteen (15) days of the Board's request. Evidence may consist of, but is not limited to, providing notice of Laurel Civic's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and the Board may choose to terminate the Agreement at its sole discretion.

18. **Public Records.** Laurel Civic shall comply with Florida's Public Records Law including:

- a) keeping and maintaining public records that ordinarily and necessarily would be required by the Board to perform the service;
- b) providing the public with access to public records on the same terms and conditions that the Board would provide the records and at a cost that does not exceed the cost provided in the Public Records Law;
- c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) meeting all requirements for retaining public records and transfer, at no cost, to the Board all public records in possession of Laurel Civic upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Board in a format that is compatible with the information technology systems of the Board.

IF LAUREL CIVIC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, PUBLICRECORDREQUEST@SARASOTCOUNTYSCHOOLS.NET, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

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.

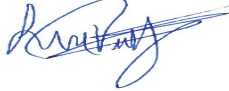
BOARD:

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

By: _____
Karen Rose, Chair

Date: _____

Approved as to Form and Legal Content
by Leonard Dietzen
Substitute Attorneys for The School Board
of Sarasota County, Florida
Signed:



Date: 10/2/24_

LAUREL CIVIC:

By: 

Print Name: Peter M. Casamento, M.A.

Title: President & Executive Director

Date: 09/23/2024