

**AGREEMENT**  
**BETWEEN**  
**SUMTER COUNTY SCHOOL BOARD**  
**AND BOARD OF SUMTER COUNTY COMMISSIONERS**  
**DBA SUMTER COUNTY TRANSIT**

This is a revision to the agreement between the **SUMTER COUNTY SCHOOL BOARD**, ("SCSB") 2680 WC 476, Bushnell, Florida 33513 and **BOARD OF SUMTER COUNTY COMMISSIONERS**, ("BSCC"), DBA Sumter County Transit, 229 E Anderson Avenue, Bushnell, Florida 33513.

WHEREAS, **BSCC** hereby enters into an agreement with **SCSB** to provide transportation equipment and personnel to supply services for the transportation of handicapped citizens; and

WHEREAS, **BSCC** desires to enter into an agreement with **SCSB** for the furnishing of the following described services upon the following terms and conditions,

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

**TYPE OF SERVICE**

1. **BSCC** agrees to operate its transportation system in compliance with its approved Transportation Disadvantaged Service Plan.
2. **BSCC** agrees that transportation will be provided on a regular schedule basis, Monday through Friday, following the **SCSB** approved regular school and summer calendars with the exception of holidays approved by Board of Sumter County Commissioners.
3. **BSCC** agrees to permit the **SCSB**, their designee, Florida Department of Education, and any federal, state and county personnel to monitor the aforementioned service program according to applicable regulations of the State and Federal Government and to audit and review all records required to be maintained. Such monitoring shall consist of, but shall not be limited to, the inspection at any time of the **BSCC**'s transportation system.
4. **SCSB** agrees to notify **BSCC** of its transportation needs not less than twenty-four (24) hours prior to the date on which said transportation is needed and to provide such needs in writing to include the time, name, origin, and destination of person(s) being served.

5. **SCSB** agrees to notify **BSCC** of passenger cancellations before 5:00 p.m. the workday prior to scheduled service. Passenger no shows will be billed at the regular rate.

#### COMPENSATION

6. **SCSB** agrees to pay the costs of transporting the students as specified below:
  - a. Door to door service from the student's residence to the student's school site in Sumter County at the rate prescribed in the Transportation Disadvantaged Service Plan: \$14.04 per one way passenger trip;
  - b. Special services charge of \$24.07 for wheelchair service, per one way passenger trip.
7. **BSCC** shall bill the **SCSB** monthly and the **SCSB** will pay such billings within thirty (30) days of invoice date. There shall be a late payment penalty of five (5%) percent of the amount of any billing not paid within said thirty (30) day period. In addition, interest shall accrue at the rate of 1.5% per month on delinquent billings to begin after the initial thirty (30) day period.

#### RECORDS/REPORTS

8. **BSCC** agrees to maintain financial records and reports relating to funds paid under this Agreement and submit reports to the **SCSB** as required.
9. **SCSB** and other authorized representative(s), State Examiner or public accountants, and auditors of the Florida Department of Education and US General Accounting Office, upon request, shall have access to all such records for audit or review at a reasonable time and place.
10. **BSCC** agrees to retain all books, records, accounting records and other documents relative to this Agreement for a period of five (5) years after the date of submission of final quarterly report of accountability for budget year, and in cases of audit exception, until such exception has been cleared or resolved to the satisfaction of the Florida Department of Education and the Federal Government.
11. **BSCC** agrees to maintain all records for non-expendable property acquired with federal funds for a period of five (5) years after its final disposition.

12. **BSCC** agrees that Federal auditors, the Secretary and Comptroller General of the United States, Florida Department of Education and any person duly authorized by the Department shall have full access to, and the right to examine any of said materials during said period.

### **INSURANCE**

13. Each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused by or materially contributed to by any officer, employee, agent or other representative of the indemnified party.
14. **BSCC** agrees to procure and maintain during the life of this Agreement, insurance as provided below:
  - a. Worker's Compensation insurance to provide protection from claims under Worker's Compensation Laws in connection with operations in the performance of the contract, and shall comply with Worker's Compensation Laws of the State of Florida.
  - b. Public Liability Insurance, insuring the **BSCC** and the **SCSB** against injury to person and persons including death in the sum of no less than \$100,000/\$200,000 covering any one incident/accident and shall carry Property Damage Insurance in the amount of \$100,000 as minimum coverage (\$1,000.00 deductible provision allowed) with automobile Liability Insurance to be in the sum of not less than \$200,000 each occurrence; all indicated coverage insuring the **BSCC** and the **SCSB** as their interest may appear. Such insurance shall protect from claims for damages and personal liability including death, and claims due to damage to and during operation under this arrangement, whether such operations be by the **BSCC** or any subcontractor or by anyone directly or indirectly employed by either.
  - c. Attention is called to the fact that all insurance companies utilized shall be authorized to do business in the State of Florida.
15. **SCSB** provide Worker's Compensation, property damage, and bodily injury liability coverage for **SCSB**'s employees and equipment under the supervision of the project.

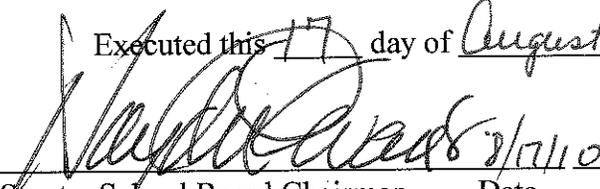
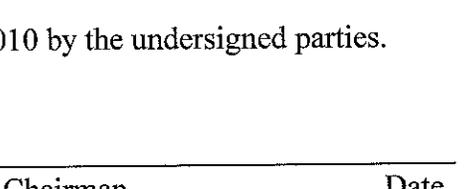
## TERM

16. The effective day of purchase of services under this Agreement shall be June 22<sup>nd</sup>, 2010.
17. This Agreement shall remain in force until the total funds payable are expended or June 30<sup>th</sup>, 2011, whichever event occurs first. This Agreement is renewable at that time under the same or amended conditions, upon mutual agreement in writing between the parties, for a reasonable period of time to allow the purchaser to obtain a vehicle suitable for the transport of the subject student passenger.
18. It is further agreed that in the event funds to finance this Agreement, or part of this Agreement, become unavailable, the obligations of each party may be terminated upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, or in person.
19. Unless a breach is excused, either party may, by written notice of breach to the other party, terminate the whole or any part of this Agreement in any of the following circumstances:
  - a. If **BSCC** fails to provide services in the manner specified in this Agreement within the time specified herein; or
  - b. If **BSCC** fails to perform any of the other provisions of this Agreement; or
  - c. If **SCSB** fails to pay **BSCC** within sixty (60) days of invoicing; or
  - d. Termination shall be upon no less than twenty-four (24) hours notice in writing delivered by certified mail, or in person. Both parties shall continue the performances of this Agreement to the extent not terminated under the provisions of this clause.
20. Either party may terminate at any time during the life of this Agreement with respect to transportation by giving thirty (30) days notice in writing to the other party of its intention to do so.
21. Waivers or breach of any provision of this Agreement shall not be deemed to permit any other subsequent waiver or breach and shall not be constructed to be a modification of the terms of this Agreement.
22. This Agreement may be amended at any time by mutual consent of the parties involved.

**LEGAL SPECIFICATIONS**

23. This Agreement shall be construed for all purposes under the laws of the State of Florida and may not be changed, modified, altered or amended, except by an instrument in writing, signed by the parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed, so that all of the remaining terms and conditions of the Agreement shall otherwise remain in full force and effect.
24. **BSCC** agrees to comply with Titles VI and VII of the Civil Rights Act of 1964 (42-USC-2000e), which prohibits discrimination on grounds of race, color, age, sex, national origin, or religion; the Age Discrimination Act of 1967 as amended; and Section 504 of the Rehabilitation Acts of 1973, which prohibits discrimination against the disabled. **BSCC** further agrees to comply with Florida Statutes and State Board of Education Administrative Rules relative to the moral character of individuals that are employable in the public school setting.

Executed this 17 day of August, 2010 by the undersigned parties.

 _____ Sumter School Board Chairman      Date	 _____ Chairman      Date Board of Sumter Co. Commissioners For: Sumter County Transit
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\_\_\_\_\_  
Sumter Superintendent of Schools      Date

Attest:  
  
\_\_\_\_\_

Attest:  
Gloria R. Hayward  
\_\_\_\_\_  
Clerk of Court