

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2020, by and between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, Florida 32621 (hereinafter "County"), and CREEKSIDE CHRISTIAN SCHOOL, P.O. Box 17, Otter Creek, FL 32683 (hereinafter "School"), and any parent or legal guardian of a student at School who may enter into this Agreement with County and School.

WITNESSETH:

WHEREAS, County operates a transportation department named Levy County Transit (hereinafter "LCT"); and

WHEREAS, School desires to utilize transportation services available through LCT to transport students to and from School's educational facilities at 171 SW 3rd Street, Otter Creek, Florida ("Otter Creek Facility"), and County desires to provide those services through LCT; and

WHEREAS, parent(s) or legal guardian(s) of a student(s) attending School (hereinafter "Parent") who have entered into this Agreement desire to have the student(s) transported through the services provided by County under this Agreement and desire to enter into this Agreement and be bound by the terms hereof;

NOW, THEREFORE, based on the premises and the mutual covenants, conditions and considerations hereinafter expressed, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated into this Agreement.
2. Purpose. The purpose of this Agreement is for County to provide transportation services to School's students, subject to the limitations and requirements contained in this Agreement.
3. Parties to Agreement. County and School and any Parent who signs a signature page attached to a copy of this Agreement shall constitute the parties to this Agreement. County and School shall become parties upon their respective execution of this Agreement. A Parent may elect to and shall become a party to this Agreement and be bound by the terms hereof upon that Parent's execution of a signature page attached to a copy of this Agreement. County and School agree that a Parent may be added as a party to this Agreement at any time during the term hereof without the necessity for individual, original agreement documents to be executed by County and School with each Parent. Original signature pages signed by each Parent that becomes a party to this Agreement, and originals of this Agreement executed by County and School shall be maintained at the offices of both LCT and School for the duration of the term of this Agreement.

4. Duties of County.

(a) County shall transport a minimum number of twenty-four (24) students from the LCT office at 970 East Hathaway Avenue, Bronson, Florida (hereinafter "LCT Offices") and the Winn Dixie parking lot at 727 W. Noble Avenue, Williston, Florida (hereinafter "Winn Dixie") to and from the Otter Creek Facility, Monday through Friday of each week during the School's regular school year (herein referred to as a "school week") throughout the term of this Agreement, with the exception of the holidays listed on the attached Exhibit "A" which is incorporated herein by this reference. The transportation vehicles will leave the LCT Offices at approximately 7:30 a.m. and the Winn Dixie at approximately 7:15 a.m. to transport students to the Otter Creek Facility each day services are provided. The transportation vehicles will leave the Otter Creek Facility to transport students to the LCT Offices and Winn Dixie at approximately 3:15 p.m. on Monday through Thursday, and at approximately 12:15 p.m. on Friday, for each school week services are provided. County shall make its best efforts to deliver students to the Otter Creek Facility by 7:45 a.m. each morning services are provided and to return students to the LCT Offices by 3:30 p.m. and to the Winn Dixie by 3:45 p.m. Monday through Thursday, and by 12:30 p.m. Friday, for each school week services are provided. County shall not be responsible, however, for late arrivals to the Otter Creek Facility or late deliveries of students to the LCT Offices or Winn Dixie that are due to circumstances beyond the control of County.

(b) County's duty to provide transportation services hereunder shall be contingent upon the timely receipt of payment for such services of Twenty-Five Dollars (\$25) per student per school week; provided, however, that in no event will School's payment for transportation services be below a minimum of Six Hundred Dollars (\$600) per school week regardless of the number of students utilizing such services, except as otherwise provided in paragraphs 5(d) and 5(e) hereof. In the event County does not receive timely payment for transportation services in accordance with paragraph 5(d) hereof, County shall not be obligated to provide any transportation services under this Agreement for any subsequent school weeks after giving seven (7) days' written notice to School of its intention to terminate services.

(c) County shall have no disciplinary responsibilities for any students either while the students are waiting at the LCT Offices or Winn Dixie to board the transportation vehicles, riding the transportation vehicles, or waiting to be picked up at the LCT Offices or Winn Dixie at the end of the school day. County shall not provide any supervision of any students at the LCT Offices or Winn Dixie before, during or after pick up or drop off waiting times under any circumstances.

(d) County shall have no responsibility to confirm that anyone who picks up or drops off a student at the LCT Offices or Winn Dixie has the authority to pick up or drop off that student on behalf of a Parent.

5. Duties of School.

(a) School shall coordinate between County and any Parent who desires to utilize the transportation services provided by County under this Agreement, and between County and any Parent who becomes a party to this Agreement. School shall prepare and provide an application form that meets the requirements of the Director of LCT to each Parent and shall coordinate completion of the application form in order for Parent to receive transportation services for a student. Each student shall be required to complete an application form prior to County performing any transportation services for that student. School shall provide Parents with any information and responses to questions relating to the services provided by County hereunder, shall acquire the signatures of any Parents who wish to become parties to this Agreement, shall maintain an original signature page for each Parent who enters into this Agreement, and shall provide an additional original signature page to County for each Parent who enters into this Agreement. School shall provide any administrative assistance required to any Parent in the operation of this Agreement. In the event there is a Parent who has a question or an issue for which School does not have the information to address, School shall contact the LCT office to acquire the answer or information for the Parent.

(b) In the event of emergency as described in paragraph 7, and the resulting suspension or termination of transportation services by County, School shall be responsible to contact each Parent that this a party to this Agreement to provide for alternate transportation for such Parent's student(s).

(c) School shall keep and maintain all records in connection with this Agreement at School's offices at the Otter Creek Facility, which shall be available for inspection by County during regular business hours.

(d) School shall pay County Twenty-Five Dollars (\$25) per school week for each student that uses the transportation services provided by County hereunder; provided, however, that in no event shall payment for any school week be less than Six Hundred Dollars (\$600) regardless of the number of students utilizing transportation services for that week. Except as otherwise provided below in subparagraph 5(e), in the event the School does not conduct classes for one or more days during any given school week due to holidays, cancellations, or other causes, School's obligation to pay the cost for transportation services for any student for any such partial week shall remain Twenty-Five Dollars (\$25), with a minimum total payment of Six Hundred Dollars (\$600) for the school week. Payment of the full weekly amount for each student is required regardless of whether that student utilizes the transportation services provided for all the trips during any given week. Payments shall be due from School to County within seven (7) days of the date of invoices sent to School by County.

(e) Notwithstanding the provisions of subparagraph 5(d) above, transportation services and payments will not be required for certain school weeks or partial school weeks as follows:

Week of November 23, 2020 through November 27, 2020, no transportation services will be provided and no payments for services will be due.

Weeks and partial week of December 21, 2020 through January 5, 2021, no transportation services will be provided and no payments for services will be due.

Week of March 22, 2021 through March 26, 2021, no transportation services will be provided and no payments for services will be due.

(f) School may provide supervision of students at the LCT Offices or Winn Dixie during student drop off and pick up waiting times and during transport of students. County shall have no responsibility for supervision or discipline of any students at any time.

6. Duties of Parent. Any Parent who enters into this Agreement shall have the following duties and responsibilities:

(a) Parent shall drop off their student(s) between 7:00 a.m. and 7:10 a.m. at Winn Dixie, and 7:15 a.m. and 7:25 a.m. at the LCT Offices for transport to the Otter Creek Facility for each day transportation services are utilized. Parent shall not drop off any student prior to 7:00 a.m. at Winn Dixie or 7:15 a.m. at the LCT offices. Parent shall not attempt to drop off any student at either the LCT Offices after 7:25 a.m. or Winn Dixie after 7:10 a.m. Parent/Guardian may not leave their student(s) unattended at any time prior to departure of the transportation vehicle from the LCT Offices.

(b) Parent shall pick up their student(s) between 3:30 p.m. and 3:45 p.m. for Mondays through Thursdays, and between 12:30 p.m. and 12:45 p.m. for Fridays, at the LCT Offices or Winn Dixie after the student(s) are transported from the Otter Creek Facility to the LCT Offices and Winn Dixie for each day that transportation services are utilized. Parent shall not pick up any student any later than 3:30 p.m. on any Monday through Thursday, at the LCT office and no later than 3:45 p.m. at Winn Dixie or any later than 12:30 p.m. on any Friday from the LCT Offices or 12:45 p.m. at Winn Dixie.

(c) Parent shall provide supervision of their student(s) at the LCT Offices and Winn Dixie during drop off and pick up waiting periods. Parent may coordinate with School to provide such supervision at the LCT Offices or Winn Dixie on Parent's behalf.

(d) Parent acknowledges that anyone Parent sends to pick up or drop off

Parent's student(s) has the Parent's full authority to pick up or drop off such student(s) on behalf of Parent. It shall be Parent's responsibility to confirm and monitor that anyone picking up or dropping off Parent's student(s) is authorized by Parent to do so.

(e) In the event Parent has any questions or concerns or other issues regarding the administration or operation of this Agreement, Parent initially will direct its questions, concerns or other issues directly to School for information, response or resolution. Other than payments, Parent should not initially address County or LCT staff directly with any questions or concerns regarding this Agreement. In the event Parent does not receive the information or response requested of School, then Parent may contact County. County reserves the right, however, to refer Parent to School for final resolution or response.

(f) Parent shall provide any child restraint devices for use in the transportation vehicles for each student that is required to use a restraint device pursuant to Florida law. Parent shall install the restraint device in the transportation vehicle each day that services are required, which installation shall be subject to review and approval by the driver of the transportation vehicle.

(g) Parent shall execute and have Parent's student(s) execute the Rules of Behavior, which is attached hereto and incorporated herein by this reference. Parent shall be responsible for his/her compliance and for Parent's student(s) compliance with all requirements of the Rules of Behavior. In the event there is any non-compliance with the requirements set out in the Rules of Behavior, the County shall have the right to take necessary action to achieve compliance, including but not limited to refusal to transport a student without refund to the Parent for any payments previously made.

7. County's Right to Terminate or Refuse Services. County shall have the right to immediately terminate or refuse transportation services, without refund to a Parent for any payments that Parent may have made to School for services, upon written or verbal notice to the affected Parent or any person picking up or dropping off the Parent's student(s), at any time upon the occurrence of any of the following:

- (a) In the event a Parent does not comply with the pick up or drop off times for students at the LCT Offices or Winn Dixie; or
- (b) In the event a student misbehaves or is disruptive at the LCT Offices or Winn Dixie or during transport to or from the Otter Creek Facility or the LCT Offices; or
- (c) Failure of Parent or student to comply with any of the requirements of the Rules of Behavior.

In addition, County shall have the right to refuse or terminate transportation services to any individual student without cause immediately upon notification by email to the student's Parent, and to School. In addition, County shall have the right to terminate transportation services without cause under this Agreement upon seven (7) days' written notice to School.

In addition, in the event of emergency caused by natural disaster, impending hurricane, or other inclement weather, or other emergency declared by the Emergency Operations Department of County or any other authorized County official or representative, or by the State of Florida or any of its authorized officials, agencies or departments, or by the federal government or any of its authorized officials, agencies or departments, or other emergency circumstances beyond the control of County, County may suspend or terminate transportation services immediately upon verbal communication with School. In such event, School shall make its best efforts to contact each Parent to provide alternate transportation for such Parents' students.

8. Term/Termination. The term of this Agreement shall begin August 10, 2020, and shall continue through May 27, 2021. In the event a Parent enters into this Agreement subsequent to the beginning of the term, the beginning of the term as it relates to that Parent shall be the date the Parent executes a signature page entering into this Agreement.

9. Notices. In the event either party hereunder desires or is required to provide any notice to another party that is not a verbal notice or communication of termination or refusal of service addressed in paragraph 7 hereof, the party desiring or required to provide such notice shall provide it in writing, send it by personal delivery or by certified mail, return receipt request, postage prepaid, to the other party at the address listed below:

If to County: County Coordinator
P.O. Box 310
310 School Street Street
Bronson, FL 32621

With a copy to: Levy County Transit
P.O. Box 310
970 East Hathaway Avenue
Bronson, FL 32621

If to School: Creekside Christian School
P.O. Box 17
171 SW 3rd Street
Otter Creek, FL 32683

If to Parent:

At the address provided on the Parent's signature page

10. Indemnification. In consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, School shall indemnify, save and hold harmless County and all of its officers, agents, employees or volunteers from all suits, actions, claims, demands and liability of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by School or any Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers, or due to any negligent act, or occurrence of omission or commission of School or any Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers. Neither School nor any of its subcontractors, agents, employees, students or volunteers will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, employees or volunteers.

In consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Parent shall indemnify, save and hold harmless County and all of its officers, agents, employees or volunteers from all suits, actions, claims, demands and liability of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by School or Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers, or due to any negligent act, or occurrence of omission or commission of School or Parent, or either of their subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers. Neither Parent nor any of its subcontractors, agents, employees, students (or, in the case of Parent, children or wards), or volunteers will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, employees or volunteers.

11. Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

12. Modification of Agreement. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Waivers. One or more waivers by either party of any breach of any provision, term, condition or covenant of this Agreement shall not be construed as a waiver of a subsequent breach by the other party.

14. Florida Law. This Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising out of any alleged breach or nonperformance of this Agreement, the venue for such litigation shall be in Levy County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

x _____
Matt Brooks, Chairman

ATTEST: Danny J. Shipp, Clerk of
Circuit Court and Ex officio Clerk to
the Board of County Commissioners

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

CREEKSIDE CHRISTIAN SCHOOL

By: _____
Title: _____
Date: _____

PARENT CONSENT AND ENTRY INTO AGREEMENT

The undersigned Parent acknowledges that he/she has read the foregoing attached Agreement and agrees to comply with and be bound by the provisions thereof. Parent acknowledges that he/she desires to acquire transportation services from County to the Otter Creek Facility for Parent's student(s) to attend School pursuant to the provisions of the attached Agreement. The Parent acknowledges that he/she has signed this signature page with the intent of entering into the Agreement as a party as of the date Parent signs this signature page.

(If two custodial Parents, both should sign)

Parent: _____
Printed: _____
Name: _____
Date: _____
Address: _____

Telephones:
Home: _____
Business: _____
Cell: _____
Email address: _____

Parent: _____
Printed: _____
Name: _____
Date: _____
Address: _____

Telephones:
Home: _____
Business: _____
Cell: _____
Email address: _____

EXHIBIT "A"
Creekside Christian School
2020-2021 School Holidays (no school for students)

August 10, 2020	FIRST DAY OF SCHOOL
September 4, 2020	School Improvement Day – (No School)
September 7, 2020	Labor Day
October 12, 2020	Staff Planning (No School)
October 16, 2020	Staff Training (No School)
November 11, 2020	Veteran's Day
November 23-27, 2020	Thanksgiving Holiday
December 21, 2020 -	Christmas Holiday
January 4, 2021	
January 5, 2021	Staff Planning (No School)
January 15, 2021	School Improvement Day-(No School)
January 18, 2021	Martin Luther King, Day
February 12, 2021	School Improvement Day (No School)
February 15, 2021	President's Day
March 12, 2021	Staff Planning (No School)
March 22-26, 2021	Spring Break
April 2, 2021	Good Friday
April 12, 2021	School Improvement (No School)
May 27, 2021	Last Day of School