

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, FL 32621 (hereinafter "County"), and NATURE COAST MIDDLE SCHOOL, 6830 NW 140th Street, Chiefland, FL 32626 (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 6830 NW 140th Street, Chiefland, Florida ("Nature Coast 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 constitute the parties to this Agreement. County and School will become parties upon their respective execution of this Agreement. A Parent may elect to and will 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 will 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 will transport a minimum number of fourteen (14) students from two pick-up points consisting of the Winn Dixie store at 727 West Noble Avenue, Williston, Florida (hereinafter "the Williston pick-up point") and the LCT office at 970 East Hathaway Avenue, Bronson, Florida (hereinafter "the LCT Offices" or "the LCT pick-up point") (both pick-up points may hereinafter collectively be referred to as "the pick-up points"), to the Nature Coast 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 Williston pick-up point at approximately 7:10 a.m. and the LCT Offices at approximately 7:25 a.m. to transport students to the Nature Coast Facility each day services are provided. The transportation vehicles will leave the Nature Coast Facility to transport students to either the Williston pick-up point or the LCT Offices, whichever is applicable, at approximately 2:20 p.m. on Monday through Friday for each school week services are provided, except that on early release days listed in the attached Exhibit "B" which is incorporated herein by this reference transportation vehicles will leave the Nature Coast Facility at 12:10 p.m. County shall make its best efforts to deliver students to the Nature Coast Facility by 7:45 a.m. each morning services are provided and to return students to the Williston pick-up point by 2:55 p.m. or 12:10 p.m. on early release days, and to the LCT Offices by 2:45 p.m. or 12:00 p.m. on early release days. County is not responsible for students who do not board the proper transportation vehicle at the end of a school day and are transported to a pick-up point that was not the appropriate pick-up point for that student. County is not responsible for late arrivals to the Nature Coast Facility or late deliveries of students to either the Williston pick-up point or the LCT Offices 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 Seven Dollars (\$7) per student per school day; provided, however, that in no event will School's payment for transportation services be below a minimum of Ninety-Eight Dollars (\$98.00) per school day regardless of the number of students utilizing such services. In the event County does not receive timely payment for transportation services in accordance with paragraph 5(d) hereof, County will 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 has no disciplinary responsibilities for any students either while the students are waiting at the pick-up points to board the transportation vehicles, while the students are riding the transportation vehicles, or after the students have been dropped off at the applicable destination. County will not provide any supervision of any student at any location before, during or after pick-up or drop-off times under any circumstances.

(d) County has no responsibility to confirm that anyone who drops off or picks up a student at the pick-up points has the authority to drop off or pick up 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. County will not be required to perform any transportation services for a student for whom County has not been provided a completed application form. 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 contact each Parent that is 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 Nature Coast Facility, which will be available for inspection by County during regular business hours.

(d) School shall pay County Seven Dollars (\$7) per school day for each student that uses the transportation services provided by County hereunder; provided, however, that in no event shall payment for any school day be less than Ninety-Eight Dollars (\$98.00) regardless of the number of students utilizing transportation services for that day. Payment is due from School to County within seven (7) days of the date of an invoice sent to School by County.

(e) Payments will not be required for non-student attendance days, as listed in the attached Exhibit "A".

(f) County has no responsibility for supervision or discipline of any students at any time.

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

(a) For morning pick-ups at Williston pick-up point: Parent shall bring student(s) to the Williston pick-up point in sufficient time for the student(s) to board the transportation vehicles for departure at the designated time and transport to the Nature Coast Facility for each day transportation services are utilized. Parent shall supervise their student(s) until transportation vehicles depart the Williston pick-up point. Parent may not leave their student(s) unattended at any time prior to departure of the transportation vehicle from the pick-up point. Parent may not drop off any student after 7:10 a.m.

(b) For morning pick-ups at LCT Offices: Parents shall drop off their student(s) between 7:20 a.m. and 7:25 a.m. at the LCT Offices for transport to the Nature Coast Facility for each day transportation services are utilized. Parent may not drop off any student prior to 7:20 a.m. Parent may not leave their student(s) unattended at any time prior to departure of the transportation vehicle from the LCT Offices. Parent may not drop off any student after 7:25 a.m.

(c) For afternoon pick-ups at the Williston pick-up point: Parents shall pick up their student(s) between 2:55 p.m. and 3:00 p.m., and between 12:10 p.m. and 12:15 p.m. on early release days, at the Williston pick-up point after the student(s) are transported from the Nature Coast Facility to the Williston pick-up point for each day that transportation services are utilized. Parent may not pick up any student any later than 3:00 p.m., or any later than 12:15 p.m. on early release days

(d) For afternoon pick-ups at the LCT Offices: Parents shall pick up their student(s) between 2:45 p.m. and 2:50 p.m., and between 12:00 p.m. and 12:05 p.m. on early release days, at the LCT Offices after the student(s) are transported from the Nature Coast Facility to the LCT Offices for each day that transportation services are utilized. Parent may not pick up any student any later than 2:50 p.m., or after 12:05 p.m. on early release days.

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

(f) Parent acknowledges that anyone Parent sends to drop off or pick up Parent's student(s) at one of the pick-up points has the Parent's full authority to drop off or pick up such student(s) on behalf of Parent. It is Parent's responsibility to confirm and monitor that anyone dropping off or picking up Parent's student(s) is authorized by Parent to do so.

(g) 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. 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.

(h) 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 will be subject to review and approval by the driver of the transportation vehicle.

(i) 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 is responsible for his/her compliance and for Parent's student's(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 may 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 has the right to immediately terminate or refuse transportation services, without refund to School for any payments that School may have made to County 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) If Parent does not comply with the pick-up or drop off times for students;
or

(b) If Parent's student misbehaves or is disruptive at the pick-up points or during transportation at any time; or

(c) If Parent or Parent's student does not comply with any of the requirements of the Rules of Behavior.

In addition, County may refuse or terminate transportation services to any individual student without cause immediately upon notice by email to School and to the student's Parent. In addition, County may terminate transportation services without cause under this Agreement upon fourteen (14) 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 will make its best efforts to contact each Parent to provide alternate transportation for such Parents' students.

8. Term/Termination. The term of this Agreement begins midnight August 10, 2020, and continues until midnight 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 will 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 must 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
Bronson, FL 32621

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

If to School: Nature Coast Middle School
6830 NW 140th Street
Chiefland, FL 32626
Email: charles.bowe1@levyk12.org

If to Parent: At the address or email 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 indemnifies, saves and holds 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 indemnifies, saves and holds 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 will 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 will not be construed as a waiver of a subsequent breach by the other party.

14. Florida Law. This Agreement is governed by and will be 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 will 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

 _____
Matt Brooks, Chair

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

NATURE COAST MIDDLE 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 Nature Coast 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" **School Holidays**

August 10, 2020	First Day of School
September 7, 2020	Labor Day
September 21, 2020	School Improvement Day (No School)
October 12, 2020	Teacher Workday
November 11, 2020	Veteran's Day
November 21-29, 2020	Thanksgiving Holidays
December 4, 2020	School Improvement Day (No School)
December 19, 2020 - January 3, 2021	Christmas Break
January 4, 2021	PD Day
January 5, 2021	Teacher Work Day
January 18, 2021	Martin Luther King Day
February 15, 2021	President's Day
February 16, 2021	School Improvement Day (No School)
March 15, 2021	Teacher Workday
March 20-28, 2021	Spring Break
April 02, 2021	Good Friday
May 27, 2021	Last Day of School

Exhibit "B" Early Release Days

December 16-18, 2020	Exam days (Early Release)
May 25-27, 2021	Exam days (Early Release)