

## **Transportation Services Agreement**

**THIS AGREEMENT** (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2026, by and between **THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA**, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution, whose address is 9461 Brandywine Lane, Port St. Lucie, Florida 34986 (“School Board”), and the **CITY OF PORT ST. LUCIE, FLORIDA**, a Florida municipal corporation, whose address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 (“City”).

### **WITNESSETH:**

**WHEREAS**, the School Board is the governing body of the local school district of St. Lucie County, and is responsible for education services, to include transportation on its school buses; and,

**WHEREAS**, the City desires to utilize the School Board’s school bus transportation services for its Parks and Recreation Department-sponsored programs.

**NOW, THEREFORE**, in consideration of the mutual benefits which will accrue to the parties hereto, it is mutually understood and agreed as follows:

1. **SCOPE OF SERVICE.** The service to be provided is transportation to and from designated City, Parks & Recreation Department-sponsored program locations. The customers to be served under this Agreement are youths residing in St. Lucie County, Florida. Buses are to be parked at the School Board’s St. Lucie West Transportation Compound when not in use during the day unless an alternate location is approved in writing by the School Board’s Transportation Department.
  
2. **SPECIFIC RESPONSIBILITIES OF THE SCHOOL BOARD**
  - a. The School Board agrees to provide four (4) buses and four (4) bus drivers (“Bus Driver(s)”) (one Bus Driver for each bus) to transport participants in the City, Parks & Recreation Department-sponsored program locations. The provided Buses shall be in good working order and Bus Drivers shall be qualified and fit to perform their driving duties.
  
  - b. Each Bus Driver shall utilize the St. Lucie Public Schools Daily Vehicle Log to record beginning and ending mileage, as well as total miles driven daily. A copy of the Vehicle Log is attached hereto (Attachment A). This form will be completed daily and submitted to the District’s Transportation Department no later than the Monday following the week the bus was driven.
  
  - c. The School Board shall maintain Automobile Liability coverage for its buses and Workers Compensation coverage for its Bus Drivers under this Agreement.

### 3. SPECIFIC RESPONSIBILITIES OF THE CITY

- a. City shall only utilize the Bus Drivers supplied by the School Board and pay all wages, including benefits, as calculated by the School Board.
- b. Prior to utilizing the School Board's buses, the City shall furnish to the School Board's Transportation Department a completed Transportation Agreement Contact Information 2025 form, attached here to (Attachment B).
- c. The City shall develop a transportation routing schedule.
- d. The City shall procure signs to be placed on all buses to read, "This bus is contracted to the City of Port St. Lucie."
- e. The City shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations specifically applicable to the business to be carried out under this Agreement. The City is not responsible for any such permits, licenses, fees, or taxes that would be the responsibility of the School Board if this Agreement were not in place.
- f. Insurance. The City agrees to purchase and maintain in full force and effect during the term of this Agreement an insurance policy issued by a company or companies licensed to do business in the State of Florida, providing coverage for General Liability, Automobile Liability, and Employment Practices Liability in an amount no less than one million dollars (\$1,000,000.00) or to the requirements of Section 768.28, Florida Statutes, and to provide the School District a copy of City of PSL's Certificate of Insurance evidencing coverage and naming the School District of St. Lucie County, Florida as an additional insured.

### 4. GENERAL PROVISIONS

- a. **PAYMENT.** Payment will be made to the School Board when the City has determined that the service has been satisfactorily completed. Should the City reject an invoice, the City's authorized representative will notify the School Board at (772) 785-6602 of such rejection giving the reason(s). The right to reject an invoice shall extend throughout the term of this Agreement for thirty (30) days after the final invoice for payment is submitted. Invoices shall be sent out the first of the month following service. All invoices must be submitted to the City within 30 days of the trip as logged in the Daily Vehicle Log. Invoices shall be sent to:

**Larry Lankow**  
City of Port St. Lucie  
Parks and Recreation Dept  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984

- b. **RATE.** The School Board shall assess a charge of \$4.00 per mile for each mile its school buses are driven under the terms of this Agreement. Beginning and ending odometer readings shall be recorded by the Bus Drivers on the Daily Vehicle Log. The Log shall serve as the record of distance driven. Fuel is furnished by the School Board and the cost of fuel is included in this rate. Bus drivers are billed at \$35.00 per hour. (Bus Aides, if needed, are billed at \$20.00 per hour). Annual cost adjustments based on economic indicators for fuel prices and maintenance may apply.
- c. **TERM; TERMINATION; COST ADJUSTMENT.** The term of this Agreement shall commence on the date of execution by both parties, or June 9, 2026, whichever is later, and shall continue through May 30, 2027 (“Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least fifteen (15) days prior to the end of the then-current term. Fees under this Agreement may be adjusted annually based on reasonable changes in economic conditions affecting fuel and maintenance costs, as supported by generally recognized indices and agreed to in writing by the parties. This Agreement may be terminated by either party, with or without cause, upon fifteen (15) days’ prior written notice.
- d. **PUBLIC RECORDS (School Board).** The City shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Chapter 119, Florida Statutes, and made or received by the School Board in conjunction with this Agreement. If The City meets the definition of “Contractor” as set forth in Section 119.0701, Florida Statutes, the City shall also:
1. Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
  2. Provide the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and upon termination of the Agreement transfer to the School Board, at no cost, all public records in possession of the City 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 School Board in a format that is compatible with the information technology systems of the School Board.

**If the City has questions regarding the application of Chapter 119, Florida Statutes, to the City's duty to provide public records relating to the Agreement, contact the custodian of public records at (772) 429-5546, 9461 Brandywine Lane, Port St. Lucie, FL 34986, or [pr@stlucieschools.org](mailto:pr@stlucieschools.org).**

- e. **PUBLIC RECORDS (CITY).** The City is a public agency subject to chapter 119, Florida Statutes. The School Board shall comply with Florida's Public Records Law. SCHOOL BOARD'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, School Board agrees to comply with all public records laws, specifically to:
  1. Keep and maintain public records required by the City in order to perform under this Agreement.
  2. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the School Board does not transfer the records to the City.
  4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the School Board, or keep and maintain public records required by the City to perform the service. If the School Board transfers all public records to the City upon completion of the Agreement, the School shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the School Board keeps and maintains public records upon completion of the Agreement, the School Board shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871 5157  
[pr@cityofpsl.com](mailto:pr@cityofpsl.com)**

- f. **NON-DISCRIMINATION.** The parties shall not exclude any employee or participant from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices on the basis of, or because of, race, age, religion, color, sex, sexual orientation, marital status, national origin, or disability.
- g. **AUDIT.** Both parties agree that until the expiration of three years after expenditure of funds under this Agreement, the other party ("Auditing Party"), or its duly authorized representatives, shall have access to and the right to examine any and all directly pertinent books, documents, papers, and records of the party ("Audited Party") involving transactions related to this Agreement. The parties agree that if an Audit uncovers improper payments made or charges under this Agreement ("Discrepancy"), the party who is the beneficiary of the Discrepancy shall make the other party whole to the sum required to correct the Discrepancy. This may be accomplished through and invoice or by adding/subtracting to the next payment made/due.. All required records shall be maintained until an audit is completed and all questions arising from such audit are resolved, or until five (5) years after completion of all work under this Agreement, whichever last occurs.
- h. **ASSIGNMENT.** Neither party shall assign this Agreement to any other person or firm without first obtaining the other party's written approval.
- i. **NOTICES.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, and addressed as follows:

If to the School Board:  
Jennifer Sears, Trip Manager  
Transportation Department  
[Jennifer.Sears@stlucieschools.org](mailto:Jennifer.Sears@stlucieschools.org)  
(772) 344-4497

If to the City:  
CITY CLERK  
121 SW Port St Lucie Blvd  
Port St Lucie, FL 34984  
(772) 871-5157

- j. **INDULGENCE NOT WAIVER.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or failure occurs, or at any time throughout the term of this Agreement.
- k. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties. This Agreement may only be amended by written document, properly authorized, executed, and delivered by both parties.
- l. **INTERPRETATION; VENUE.** This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. Each party has had ample opportunity to seek the advice of legal counsel prior to entering this Agreement, which shall not be construed against the party responsible for drafting the instrument. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.
- m. **NO THIRD-PARTY BENEFICIARY.** This Agreement does not confer any right or obligation enforceable by a third party. Nothing in this Agreement shall be construed as consent by an agency or subdivision of the State of Florida to be sued by a third party in any matter arising out of any contract.
- n. **SEVERABILITY.** In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- o. **SURVIVAL.** The covenants, warranties, representations, indemnities, and undertakings of the parties that create obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement regardless of the reason for such expiration or termination.
- p. **SOVEREIGN IMMUNITY.** Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's or School Board's respective

sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

- q. **FORCE MAJEURE.** Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, act of God, strike, or other labor dispute, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense.

*(Remainder of the page intentionally left blank; signatures to follow)*

**IN WITNESS WHEREOF**, the parties to this Agreement have set their hands and seals on the date first above-written.

**ATTEST:**

**THE SCHOOL BOARD OF ST. LUCIE  
COUNTY, FLORIDA**

\_\_\_\_\_  
Dr. Jon R. Prince, Superintendent  
And Ex-Officio Secretary

By: \_\_\_\_\_  
Print Name: Troy Ingersoll  
Title: Board Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PORT ST. LUCIE, FLORIDA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACHMENT "A")**  
**ST. LUCIE PUBLIC SCHOOLS**  
**VEHICLE LOG**

Bus Driver Name (Print) \_\_\_\_\_

St. Lucie County Bus Number: \_\_\_\_\_

Day	Date	Bus Number	AM Odometer	PM Odometer	Total Miles
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					

Community Agency or  
 School Group: Indian River State College

\_\_\_\_\_  
 Driver Signature Date

\_\_\_\_\_  
 Signature of Agency/School Representative Date

**Note: This form must be completed daily and submitted no later than Monday following the week worked.**

**Please fax this form weekly to SLCSB Transportation 772-340-7125. Please confirm receipt of fax.**

**(Attachment "B")**  
**Transportation Agreement Contact Information 2026**

**Agency Name:** The City of Port St. Lucie

**Program Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Local Agency Contact Person:** \_\_\_\_\_

**Daytime Office Number:** \_\_\_\_\_

**Cell Number :** \_\_\_\_\_

**Office Fax Number:** \_\_\_\_\_

**Billing Agency Contact Person:** \_\_\_\_\_

**Daytime Office Number:** \_\_\_\_\_

**Office Fax Number:** \_\_\_\_\_

**Agency Contact and phone numbers for Pick Up/Delivery or Discipline Issues:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Number Buses anticipated:** \_\_\_\_\_

**Normal Days of Week Buses Requested:** \_\_\_\_\_

**Anticipated Program Start Date:** \_\_\_\_\_

**Anticipated Program End Date:** \_\_\_\_\_