

AGREEMENT

THIS AGREEMENT is made and entered into as of this 17th day of March, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA TRAILS, INC.

D/B/A ANNETT BUS LINES

(hereinafter referred to as "VENDOR"),
whose principal place of business is
130 Madrid Drive
Sebring, Florida 33876

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-045V – Motor Coach Transportation Services (hereinafter referred to as "RFP"), dated October 10, 2013 and amended by Addendum No. 1, dated October 23, 2013, Addendum No. 2, dated October 25, 2013 and Addendum No. 3, dated November 13, 2013 of which are incorporated by reference herein, for the purpose of receiving proposals for motor coach transportation services; and

WHEREAS, VENDOR submitted a proposal in response to the RFP and proposal is incorporated by reference herein; and

WHEREAS, SBBC is desirous of obtaining the services by VENDOR for providing extra-curricular transportation services to transport students, staff, chaperones, advisors, etc. to and from athletic and scholastic events, field trips and grad night; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **June 1, 2014** and conclude on **June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

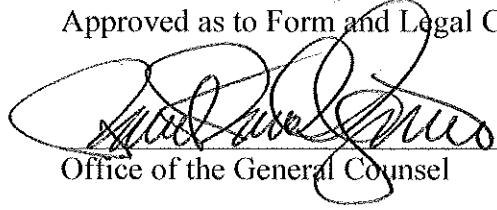
By


Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

01/16/14

FOR VENDOR

(Corporate Seal)

ATTEST:

FLORIDA TRAILS, INC.
D/B/A ANNETT BUS LINES

By David Annett

David Annett, Secretary

-or-

William
Witness

Teresa Oquaro
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Highlands

The foregoing instrument was acknowledged before me this 10th day of January, 2014 by David Annett of Florida Trails Inc, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires: 11/14/14



Nicole St. Pierre
Signature - Notary Public

Nicole St. Pierre
Printed Name of Notary

EE 41456
Notary's Commission No.

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

GATORTRAX ADVENTURE TOURS, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
71 N.E. 97th Street
Miami Shores, Florida 33138

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-045V – Motor Coach Transportation Services (hereinafter referred to as "RFP"), dated October 10, 2013 and amended by Addendum No. 1, dated October 23, 2013, Addendum No. 2, dated October 25, 2013 and Addendum No. 3, dated November 13, 2013 of which are incorporated by reference herein, for the purpose of receiving proposals for motor coach transportation services; and

WHEREAS, VENDOR submitted a proposal in response to the RFP and proposal is incorporated by reference herein; and

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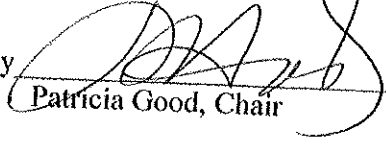
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(Corporate Seal)

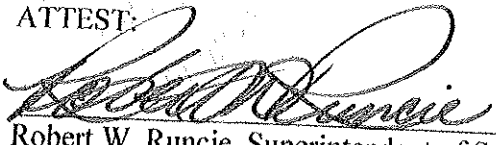
FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

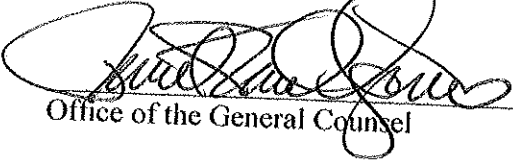
By


Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

01/17/14

FOR VENDOR

(Corporate Seal)

GATORTRAX ADVENTURE TOURS, INC.

ATTEST:

By: Myron Novak

X [Signature]
_____, Secretary

-or-

Witness

[Signature]

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of January, 2014 by _____ of _____
Name of Person
GATORTRAX ADVENTURE TOURS, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced well known as _____
identification and did/did not first take an oath. Type of Identification

My Commission Expires:



[Signature]

Signature -- Notary Public

Kervens Dostaly

Printed Name of Notary

EE 167413

Notary's Commission No.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 11th day of March, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

GOLD STAR TRANSPORTATION, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
3500 North State Road 7, Suite 407A
Lauderdale Lakes, Florida 33309

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-045V – Motor Coach Transportation Services (hereinafter referred to as "RFP"), dated October 10, 2013 and amended by Addendum No. 1, dated October 23, 2013, Addendum No. 2, dated October 25, 2013 and Addendum No. 3, dated November 13, 2013 of which are incorporated by reference herein, for the purpose of receiving proposals for motor coach transportation services; and

WHEREAS, VENDOR submitted a proposal in response to the RFP and proposal is incorporated by reference herein; and

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FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

GOLD STAR TRANSPORTATION, INC.

By Dawn Wright-Mollings

_____, Secretary

-or-
[Signature]
Witness RICHARD WALKER

Marshall
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10 day of Jan, 2014 by DAWN E. WRIGHT-MOLLINGS of Gold Star Transportation Inc. on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced FL DR Lic as identification and did/did not first take an oath. Type of Identification

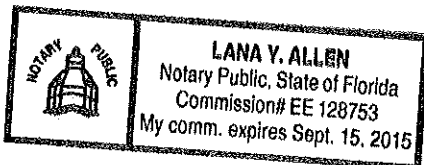
My Commission Expires: 9-15-2015

[Signature]
Signature -- Notary Public

(SEAL)

LANA Y ALLEN
Printed Name of Notary

EE 128753
Notary's Commission No.



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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

HEAVENLY CHARTER, INC.

(hereinafter referred to as "VENDOR"),
whose principal place of business is
1369 N.W. 68th Street
Miami, Florida 33147

WHEREAS, SBBC issued a Request for Proposal identified as RFP 14-045V -- Motor Coach Transportation Services (hereinafter referred to as "RFP"), dated October 10, 2013 and amended by Addendum No. 1, dated October 23, 2013, Addendum No. 2, dated October 25, 2013 and Addendum No. 3, dated November 13, 2013 of which are incorporated by reference herein, for the purpose of receiving proposals for motor coach transportation services; and

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FOR SBBC


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By


Patricia Good, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

01/16/14

FOR VENDOR

(Corporate Seal)

HEAVENLY CHARTER, INC.

ATTEST:

By *Daniel F. Griffin*

_____, Secretary

-or-

Kathleen Reucette
Witness

Jermaine Guearity
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 11th day of January, 2014 by Daniel F. GRIFFIN of Heavenly Charter, Inc on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced F D L as identification and did/did not first take an oath.
Type of Identification

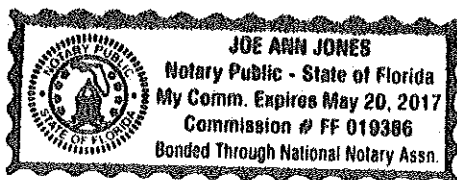
My Commission Expires:

May 20, 2017

Joe Ann Jones
Signature - Notary Public

Joe Ann Jones
Printed Name of Notary

(SEAL)



FF019386
Notary's Commission No.