

VEHICLE USE AGREEMENT

THIS AGREEMENT, entered into this 26th day of JANUARY, 2010 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as the "School Board," and the ~~THE HOSPICE OF THE SUNCOAST, INC.~~ a Florida corporation not for profit, hereinafter referred to as "User". The parties agree as follows:

1. The School Board will provide shuttle bus transportation to User for the contract period ending August 16, 2010, for the purpose of transporting school-age children, with chaperones, who participate in User's sponsored programs. User shall make all requests for specific uses during the contract period to the School Board's Transportation Department, who will determine whether buses are available pursuant to paragraph 3. below.
2. Transportation is for the sole purpose of transporting school-age children, with chaperones, who participate in User's sponsored programs to and from locations in Pinellas and adjacent counties.
3. The bus or buses will be operated by an employee of the School Board, who is licensed to drive a school bus, and shall be assigned by the Director of Transportation or designee. Buses may be used under this agreement only if they are available at the times requested, and such use shall not interfere with or impair regular school transportation. The School Board's Transportation Department shall be the final authority as to the availability of buses.
4. (A) User shall pay to the School Board, for the use of said school bus service that begins weekdays before 4:00 p.m., a sum per bus of the current rate per hour to include 15 minutes before and 15 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of two hours. The current rate per hour and surcharge rate per mile will be that rate used by the School Board, in its sole discretion, as of the date of the bus usage. User may investigate the current rates by either contacting the School Board's Transportation Department or visiting their website at <http://www.pcsb.org/is/trans/>.
(B) If requests extend to service that begins weekdays after 4:00 p.m., weekends and any non-school day, User shall pay a sum per bus of the current rate per hour to include 30 minutes before and 30 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of four hours. The current rate per hour and surcharge rate per mile will be that rate used by the School Board, in its sole discretion, as of the date of the bus usage. User may investigate the current rates by either contacting the School Board's Transportation Department or visiting their website at <http://www.pcsb.org/is/trans/>.
(C) "Weekend" is defined as a Saturdays and Sundays. "Weekend" shall also include Fridays during the time that the School Board is on its summer calendar schedule. "Weekday" is defined as all days not meeting the definition of "Weekend". "Non-school day" is defined as a weekday when students are not scheduled to attend classes.
5. This agreement is made pursuant to section 1006.261, Florida Statutes, and the parties agree that they will comply with the provisions therewith. The User will provide certificate of required liability insurance to the School Board prior to the time of any transportation under this Agreement, showing the School Board of Pinellas County, Florida as an additional insured.

IN WITNESS WHEREOF, the parties have executed this agreement at Largo, Pinellas County, Florida, the date first above written.

**THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**

By: _____
Chairman

Attest: _____
Superintendent

Approved as to form: Daniel K. [Signature]
Office of General Counsel

Organization Name: THE HOSPICE OF THE SUNCOAST, INC.

[Signature]
MARY J. LABYAK / PRESIDENT
Print Name and Title