

**AGREEMENT BETWEEN SEMINOLE COUNTY AND FLORIDA HIGH SCHOOL
FOR ACCELERATED LEARNING – SEMINOLE, INC. D/B/A ELEVATION HIGH
SCHOOL FOR MICRO-TRANSIT SERVICES**

THIS AGREEMENT is dated as of the 1st day of July 2020, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY,” and **FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – SEMINOLE, INC. D/B/A ELEVATION HIGH SCHOOL**, a charter school and component unit of the district school board of Seminole County, Florida, whose address is 4243 17-92 Hwy, Sanford, FL 32773, in this Agreement referred to as “EHS” (individually, a “Party,” collectively, “Parties”).

W I T N E S S E T H:

WHEREAS, COUNTY has retained a third-party to provide micro-transit services for improved public transit in Seminole County; and

WHEREAS, members of the public commuting to and from EHS desire and have a need for public transit service within the COUNTY’s micro-transit service area; and

WHEREAS, this Agreement will memorialize the availability and consideration for micro-transit services.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of COUNTY and EHS, the Parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

Section 2. Term. The Agreement shall become effective on July 1, 2026 and shall expire on June 30, 2027 (“Initial Term”). At the sole option of COUNTY, this Agreement may be renewed for one (1) successive period not to exceed two (2) years. (“Renewal Period”). The Initial Term and Renewal Period (if any) are collectively referred to in this Agreement as the “Term.”

Section 3. Micro-Transit Services. COUNTY, through its third-party, will provide micro-transit services to members of the public commuting to and from EHS’s campus located at 4243 17-92 Hwy, Sanford, FL 32773 (“the Campus”) at no cost to the rider, subject to availability. For the avoidance of doubt, this Agreement does not require the COUNTY to add any additional services with its third-party micro-transit provider. Rather, the services contemplated in this Agreement are a part of the current micro-transit services offered to all residents of Seminole County, subject to modifications, in COUNTY’s sole discretion.

Section 4. Service Fee. In consideration of the public transit services to be made available by COUNTY’s third-party micro-transit provider to members of the public commuting to and from the Campus, EHS will provide payment to COUNTY pursuant to one of the two methods selected by EHS below:

☒ **Usage-Based Payment.** EHS agrees to pay COUNTY for the actual cost of pick-ups and drop-offs to and from the Campus. The actual cost of pick-ups and drop-offs shall be calculated using the rates set forth in Exhibit A – Service Rate Schedule, attached hereto and incorporated into this Agreement.

(a) Each calendar month, COUNTY will prepare a detailed usage report identifying all pick-ups and drop-offs to and from the Campus. Each report shall include, at a minimum, the student username, date, time, and fare for each trip.

(b) No later than ten (10) business days following the end of each calendar month

(excluding COUNTY-observed holidays), COUNTY shall submit an invoice to EHS, accompanied by the detailed usage report, detailing the services provided and the total amount due pursuant to this Section.

(c) The total amount due shall be the aggregate actual cost of the qualifying trips for the calendar month, as reflected in the detailed usage report.

(d) EHS shall remit full payment of the invoice to COUNTY within thirty (30) calendar days from the date of the invoice. [Initial: _____ EHS _____ COUNTY]

☐ **Prepayment of Services with a Discounted Rate.** Within ten (10) business days of the execution of this Agreement by COUNTY, EHS agrees to provide COUNTY a lump sum payment of _____ (\$ _____) (“Prepayment”), which is a discounted amount offered by COUNTY based upon a mutually agreed upon estimate of the number of pick-ups and drop-offs to and from the Campus anticipated by the Parties. [Initial: _____ EHS _____ COUNTY]

Section 5. Advertising. The COUNTY agrees to provide EHS:

- (a) current and accurate information, including service zones, hours of operation, fares, contact information, and any material changes affecting COUNTY’s micro-transit services; and
- (b) branded micro-transit service materials, such as logos, QR codes, and window clings, in accordance with ADA accessibility standards.

Section 6. Reporting Data. The COUNTY will provide EHS with data at the beginning of each calendar quarter for the prior calendar quarter, which shall include information about EHS ridership.

Section 7. Indemnification.

(a) Each Party to this Agreement, its board, officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other Party, its board, officers, employees, or agents, arising from or related to this Agreement.

(b) This provision is not to be construed as a waiver by any Party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as may be amended.

(c) The Parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to either Party any remedy or defense available to the Parties under the laws of the State of Florida.

Section 8. Termination. Either Party may terminate this Agreement at any time upon giving thirty (30) calendar days' written notice to the other Party, or another timeframe mutually agreed upon by the Parties. If the Usage-Based Payment option in Section 4 is selected, EHS will be billed through the calendar month in which the services are rendered, as set forth in this Agreement. If the Prepayment of Services with a Discounted Rate option in Section 4 is selected, the Prepayment amount is non-refundable as the Parties bear the risk for reasons such as, the actual number of pick-ups and drop-offs are higher or lower than estimated, COUNTY's offering of a discounted Prepayment amount, COUNTY potentially needing to increase rates in the future, and service availability impacts to Seminole County residents as a result of this Agreement.

Section 9. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to have been received (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the

address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Attention: Ji Li, Micro-Transit Manager
Seminole County
1101 E. 1st Street
Sanford, Florida 32771-1468

With a copy to:

Attention: County Manager's Office
Seminole County
1101 E. 1st Street
Sanford, Florida 32771-1468

As to EHS:

Attention: Dr. Johnny Nash, Principal
4243 17-92 Hwy
Sanford, FL 32773

Section 10. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties, and their successors and assigns.

Section 11. Conflict of Interest.

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as may be amended, relating to ethics in government.

(b) Each Party has the continuing duty to report to the other Party any information that indicates a possible violation of this Section.

Section 12. Dispute Resolution.

(a) In the event of a dispute related to performance under this Agreement, the Parties agree to informally resolve the dispute prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that informal resolution of the dispute is unsuccessful, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) calendar days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida.

Section 13. Equal Opportunity Employment. No Party shall discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Both Parties shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida

Middle District, Orlando Division. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

Section 15. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 16. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

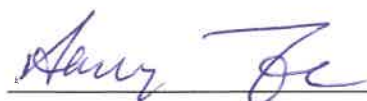
Section 17. Assignment. This Agreement may not be assigned by one Party without the prior written approval of the other Party.

Section 18. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 19. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 20. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for the purposes stated above.



Witness



Print Name

Witness

Print Name

Approved as to form and
legal sufficiency.

Signature

Print Name

FLORIDA HIGH SCHOOL FOR
ACCELERATED LEARNING – SEMINOLE,
INC. D/B/A ELEVATION HIGH SCHOOL

DocuSigned by:

By: _____
Print Name/Title: Yolanda Jackson Chairman of the Board

Date: 6/25/2026

[Signatures and attestations continue on the following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

KL/

5/4/2026

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Attachment:

Exhibit A – Service Rate Schedule

Exhibit A – Service Rate Schedule

Student Start Location	Student End Location	Discounted Fare with App booking	Discounted Fare with phone booking
EHS's campus	Monroe Zone	\$3.25	\$3.50
EHS's campus	Lake Mary Zone	\$1.75	\$2.00
EHS's campus	Howell Zone	\$3.25	\$3.50
EHS's campus	Brantley Zone	\$4.75	\$5.00
EHS's campus	Econ Zone	\$4.75	\$5.00
Monroe Zone	EHS's campus	\$3.25	\$3.50
Lake Mary Zone	EHS's campus	\$1.75	\$2.00
Howell Zone	EHS's campus	\$3.25	\$3.50
Brantley Zone	EHS's campus	\$4.75	\$5.00
Econ Zone	EHS's campus	\$4.75	\$5.00