

Board Meeting Agenda Item Executive Summary

Supt.'s Office Use Only

Board Meeting 5-15-07

Agenda _____

Item No. G. 10. b.

Board Meeting Date:	May 15, 2007
Submitted By:	Steve Githens, Director of Transportation
Item Description:	Transportation Bus Use Agreement

Purpose and Explanation:

Bus Use Agreement with the University of Florida, Athletic Association, for bus transportation during the 2007 Gator Tennis Camp. Buses will be needed June 5, 2007 through July 10, 2007.

BUDGETARY IMPACT

Funding Source (Description):

Amount:

Staff Attorney Review & Approval <i>(For Contracts Only)</i>	Date: <u>5/1/07</u> Initial: <u>RGW</u>	ADDITIONAL INFORMATION Yes: <u> X </u> No: <u> </u>
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VEHICLE USE AGREEMENT

THIS AGREEMENT, entered into this _____ day of May, 2007, by and between **THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA**, 1800 S.E. Hawthorne Road, Gainesville, Florida 32601, (the "School Board") and the **UNIVERSITY OF FLORIDA**, acting for and on behalf of the University Athletic Association, Inc., Gator Tennis Camp, Post Office Box 14485, Gainesville, Florida 32604, (the "User"). The parties agree as follows:

1. The **School Board** will provide bus transportation for **User** as described in Attachment "A" hereto, within Alachua and adjacent counties. Dates and number of buses may be changed by a written request from **User** submitted to **School Board** at least seven (7) days in advance of the new specified date and approved by **School Board's** Director of Transportation. This Agreement may be terminated at any time by either party giving thirty (30) days' advance written notice to the other party.
2. 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. Passenger limitations shall apply. Buses may be used under this agreement only if buses and fuel are available at the times requested, and such use shall not interfere with or impair regular school transportation. The **School Board** shall be the final authority as to the availability of buses and fuel. The **School Board** shall not be responsible for loss or damage to any goods or other property placed or carried in the bus arising from any cause whatsoever.
3. **User** shall reimburse the **School Board** for the costs of school bus(es) at the rate of \$1.67 per mile, plus \$20.00 per hour for each bus used for the first eight (8) hours of use in a 24-hour period; and \$30.00 per hour for each bus used in excess of eight (8) hours in a 24-hour period. The costs for partial hours of use will be pro-rated. A fee of \$56.00 will also be charged to cover costs of travel between the **User's** requested point of departure and the bus storage facility. **School Board** shall bill **User** for charges incurred. **User** shall pay the bill within (30) days from receipt. The **School Board** shall provide for all costs of bus maintenance and agrees to provide the bus(es) in clean condition and in good repair.
4. Neither **School Board** nor **User** assumes any liability for any acts or omissions of the other party. This agreement is made pursuant to section 1006.261, Florida Statutes, and the parties agree that they will comply with the provisions thereof.

IN WITNESS WHEREOF, the parties have executed this agreement at Gainesville, Alachua County, Florida, the date first above written. Each person signing below represents that s/he has full authority to execute this agreement and bind the party on whose behalf s/he signs.

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

**UNIVERSITY OF FLORIDA, for and on
Behalf of the University Athletic
Association, Inc.**

By: _____
Its Chairman

Attest: _____
Superintendent

By: _____
M. B. Chafin, Director
Gator Tennis Camp

Approved as to form:

James F. Lang, School Board Attorney

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GATOR TENNIS CAMP BUS SCHEDULE NEEDS - 2007

The Gator Tennis Camp 2007 would like to schedule the use of three large school busses to transport our campers to the new Skate Station Funworks, located at 1311 NW 76th Blvd., at Newberry Crossing, just west of I-75. You have done this for us for the past four years at least - as long as the Skate Station has been open. We anticipate about 130 campers riding.

The dates for our trips are as follows, along with the time of pick-ups both ways.

Day	Date	Pick up at Gator Corners	Return
Tuesday	June 5, 2007	7:00 p.m.	9:30 p.m.
Tuesday	June 12, 2007	7:00 p.m.	9:30 p.m.
Tuesday	June 19, 2007	7:00 p.m.	9:30 p.m.
Tuesday	June 26, 2007	7:00 p.m.	9:30 p.m.
Tuesday	July 10, 2007	7:00 p.m.	9:30 p.m.

Sandy, if you need further information please let me know asap. My phone numbers are listed above and I am in the office generally from 10 a.m. to 5 p.m. and sometimes much later as camp draws more close. I look forward to hearing from you at your convenience. Many thanks for all you do for all of us. We are most appreciative.