

## Board Meeting Agenda Item Executive Summary

*Supt.'s Office Use Only*

Board Meeting 3-3-08

Agenda Consent

Item No. F. 6.c.

<b>Board Meeting Date:</b>	March 3, 2009
<b>Submitted By:</b>	Harrell Harrison, Director of Transportation
<b>Item Description:</b>	Transportation Bus Use Agreement

**Purpose and Explanation:**

Bus Use Agreement with the Alachua County Education Association (ACEA) for the "Make Our Schools A Priority" rally in Orlando, Florida. Buses will be needed on Saturday, February 28, 2009.

**BUDGETARY IMPACT**

**Funding Source (Description):**

**Amount:**

<p><b>Staff Attorney Review &amp; Approval</b> <i>(For Contracts Only)</i></p>	<p>Date: <u>2/18/09</u> Initials: <u>KW</u></p>	<p style="text-align: center;">ADDITIONAL INFORMATION</p> <p>Yes: <u>  X  </u> No: <u>      </u></p>
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**VEHICLE USE AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between **THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA**, 1800 S.E. Hawthorne Road, Gainesville, Florida 32601, (the "School Board") and the **ALACHUA COUNTY EDUCATION ASSOCIATION (ACEA)**, 618 N.W. 13<sup>th</sup> Avenue, Gainesville, Florida 32601, (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 other 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 \$2.00 per mile, plus \$25.00 per hour for each bus used for the first eight (8) hours of use in a 24-hour period; and \$37.50 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. The hourly cost for each bus shall be calculated starting when the bus leaves the regular storage facility and ending when the bus returns to the storage facility. In addition, a 20% overhead charge will be added to the hourly charges. **School Board** shall bill **User** for charges incurred. **User** shall pay the bill within thirty (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. Upon the execution of this Agreement, **User** shall provide **School Board** a certificate of insurance, naming the **School Board** as an additional insured, for minimum general liability insurance coverage in the amount of \$1,000,000. **User** shall maintain such policy in place at all times during the term of this Agreement.
5. 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**

By: \_\_\_\_\_  
Its Chairman

Attest: \_\_\_\_\_  
Superintendent

Approved as to form:

\_\_\_\_\_  
**James F. Lang, School Board Attorney**

**ALACHUA COUNTY EDUCATION ASSOCIATION**

By:   
Gunnar Paulson, President



ann lasher &lt;lasherma@gm.sbac.edu&gt;

## Make Our Schools A Priority

1 message

Nita Hyde &lt;hydej1@gm.sbac.edu&gt;

To: everyone@gm.sbac.edu

Wed, Feb 18, 2009 at 9:33 AM

On Saturday, February 28, a rally in support of public education in Florida called "Make Our Schools A Priority" will be held in Orlando at the University of Central Florida Arena. All citizens are being invited to attend the rally, which will include remarks from educators and legislators, videos and other activities.

The doors to the UCF Arena will open at 10 a.m., with the program scheduled to run from 11 a.m. to 1 p.m. Food and drinks cannot be taken into the Arena, but the concessions will be open.

Free bus transportation is being made available for citizens from Alachua County interested in attending the rally. Buses will leave from Littlewood Elementary School (812 NW 34th Street) at 8 a.m. and return at about 4 p.m. You must reserve a spot on a bus by calling 377-7635 or sending an e-mail to [sande.calkins@floridaea.org](mailto:sande.calkins@floridaea.org). Be sure to include your name and contact information.

You do not have to ride a bus to attend the rally, which is free and open to the public. For more information on the rally, including directions to the Arena, visit [MakeOurSchoolsaPriority.org](http://MakeOurSchoolsaPriority.org).

Jackie Johnson  
Public Information Officer  
Alachua County Public Schools  
(352) 955-7253 Ext. 228

BUSES NEEDED:	-	5
DATE:	-	February 28, 2009
TIME:	-	8:00 a.m. until 4:00 p.m.
LOCATION(S)	-	Littlewood Elementary School to UCF Arena, Orlando, FL UCF Arena, Orlando, FL to Littlewood Elementary School

ATTACHMENT "A"

**ACORD CERTIFICATE OF LIABILITY INSURANCE** OP ID JT ALACH-1 DATE (MM/DD/YYYY) 02/23/09


<b>PRODUCER</b> All Lines Insurance Agency Inc 4828 Blanding Blvd Suite 1 Jacksonville FL 32210-7390 Phone: 904-384-0783 Fax: 904-384-0550	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Alachua County Education Assoc Attn: Gunner 618 N.W. 13th Ave. Gainesville FL 32601	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zurich Inc</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Zurich Inc		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	RDDL	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS001439407	01/20/09	01/20/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/PROP AGG \$ 2000000
			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY. EA ACC \$ AGG \$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATE-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Alachua County School Board is an additional insured with respects to general liability per policy wording.

<b>CERTIFICATE HOLDER</b> Alachua County School Board 620 E University Ave Gainesville FL 32601	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ann lasher <lasherma@gm.sbac.edu>

# Make Our Schools A Priority

1 message

**Nita Hyde** <hydejl@gm.sbac.edu>  
To: everyone@gm.sbac.edu

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