

## Board Meeting Agenda Item Executive Summary

*Supt.'s Office Use Only*

Board Meeting 3-3-08

Agenda Consent

Item No. F. 6.b.

<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 Gainesville Raceway, a Division of NHRA, Inc., a not-for-profit organization, for the 2009 Gatornationals. Buses will be needed on March 14, 2009 and March 15, 2009.

**BUDGETARY IMPACT**

<b>Funding Source (Description):</b>	<b>Amount:</b>
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<b>Staff Attorney Review &amp; Approval</b> <i>(For Contracts Only)</i>	Date: <u>2/18/09</u> Initials: <u>RW</u>	ADDITIONAL INFORMATION Yes: <u>  X  </u> No: <u>      </u>
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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 **GAINESVILLE RACEWAY**, a Division of NHRA, Inc., a not-for-profit organization, 11211 North County Road 225, Gainesville, Florida 32609, (the "User"). The parties agree as follows:

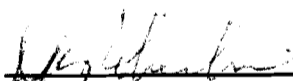
1. The **School Board** will provide bus transportation for **User** as described in Attachment "A" hereto, within Alachua and adjacent counties. Dates and number of buses may be changed by a written request from **User** submitted to **School Board** at least seven (7) days in advance of the new specified 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 \$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**

**GAINESVILLE RACEWAY, a Division  
of NHRA, Inc.**

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

By:   
\_\_\_\_\_  
Donald K. Robertson  
Executive General Manager

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

Approved as to form:

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



February 9<sup>th</sup>, 2009

RECEIVED

FEB 11 2009

Staff Attorney's Office

School Board of Alachua County  
Ann Lasher, Staff Attorneys Office  
620 E. University Avenue  
Gainesville, FL 32601

Re: School Bus requirements for 2009 event

Ann:

It's that time of year again! We're gearing up for the 2009 40<sup>th</sup> Annual AC DELCO NHRA Gatornationals and I want to confirm that we could once again rely on you to get bus service for our guests.

The requirements would be 10 buses on Saturday March 14<sup>th</sup>, 2009 and 15 buses on Sunday March 15<sup>th</sup>, 2009. They would need to be available starting at 7:00 am each day.

We would also need an insurance certificate as we have received in the past, naming the Alachua County School Board as additional certificate holder.

Please let me know if you need any additional information, or have any questions.

Sincerely,

A handwritten signature in black ink that reads "Yvette Glisson".

Yvette Glisson  
Administrative Assistant  
Gainesville Raceway

11211 N CR 225 Gainesville, FL 32609 (352) 377-0046

[www.gainesvillraceway.com](http://www.gainesvillraceway.com)

ATTACHMENT "A"

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**40th annual****TUESDAY, March 10, 2009**

Sponsor Midway Parking 8:00 AM - 5:00 PM  
 Competitor Parking, Registration & Tech (all categories) 12:00 PM - 5:00 PM

**WEDNESDAY, March 11, 2009**

Competitor Parking, Registration & Tech (all categories) 8:00 AM - 6:00 PM

**THURSDAY, March 12, 2009**

Spectator Gates Open 8:00 AM  
 Registration/Tech Inspection (all categories) 7:30 AM - 5:00 PM  
 Sportsman Qualifying 9:00 AM  
 Comp Eliminator Qualifying Session 4:00 PM  
 Secure Track 6:00 PM

**FRIDAY, March 13, 2009**

Spectator Gates Open 7:00 AM  
 Registration/Tech Inspection (Pro's and TAD/TAFC only) 7:30 AM - 12:00 PM  
 Sportsman Eliminations 7:30 AM  
 Comp Eliminator Qualifying Session 10:00 AM  
 Top Alcohol Qualifying Session (Funny Car / Dragster) 10:30 AM  
**Pro Stock Qualifying Session (PS Motorcycle / PS Car) 11:30 AM**  
**Nitro Qualifying Session (Funny Car / Top Fuel Dragster) 12:30 PM**  
 Pro Mod Qualifying Session 1:30 PM  
 Comp Eliminator Qualifying Session 2:00 PM  
**Pro Stock Qualifying Session (PS Motorcycle / PS Car) 2:30 PM**  
**Nitro Qualifying Session (Funny Car / Top Fuel Dragster) 3:30 PM**  
 Pro Mod Qualifying Session 4:30 PM  
 Top Alcohol Qualifying Session (Funny Car / Dragster) 5:00 PM  
 Secure Track 7:00 PM

**SATURDAY, March 14, 2009**

Spectator Gates Open 7:00 AM  
 Sportsman Eliminations 7:30 AM  
 Comp Eliminator - Round 1 10:00 AM  
 Top Alcohol Qualifying Session (Dragster / Funny Car) 10:30 AM  
**Pro Stock Qualifying Session (PS Motorcycle / PS Car) 11:30 AM**  
**Nitro Qualifying Session (Top Fuel Dragster / Funny Car) 12:30 PM**  
 Pro Mod Qualifying Session 1:30 PM  
 Comp Eliminator - Round 2 2:00 PM  
**Pro Stock Qualifying Session (PS Motorcycle / PS Car) 2:30 PM**  
**Nitro Qualifying Session (Top Fuel Dragster / Funny Car) 3:30 PM**  
 Pro Mod - Round 1 4:30 PM  
 Top Alcohol (Dragster / Funny Car) - Round 1 5:00 PM  
 Secure Track 7:00 PM

**SUNDAY, March 15, 2009**

Spectator Gates Open 7:30 AM  
 Sportsman Eliminations 9:00 AM  
 Pre-Race Ceremonies 10:00 AM  
**Final Eliminations: 11:00 AM**  
 Secure Event 4:30 PM

Schedule subject to change

ATTACHMENT "A"

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/03/09

<b>PRODUCER</b> Wells Fargo Motorsports P O Box 983 Houston, TX 77001-0983 713 507-9476	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> National Hot Rod Association P O Box 5555 Glendora, CA 91740	<table border="1" style="width: 100%;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>ACE American Ins Co</b></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: <b>ACE American Ins Co</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>AGGREGATE PER EVENT</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	OGLG21749862	02/01/08	02/01/10	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$Excluded</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$5,000,000</b> PRODUCTS - COMP/OP AGG <b>\$5,000,000</b>								
		<b>AUTOMOBILE LIABILITY</b> <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) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OT-HER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OT-HER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Re: **ACDelco NHRA Gatornationals, held at Gainesville Raceway, Gainesville, FL March 12-15, 2009**  
 The School Board of Alachua County is additional insured, but only to the extent that liability arises out of the negligence of the named insured.

**CERTIFICATE HOLDER**

School Board of Alachua County  
 Ann Lasher Office of the Staff Atty  
 620 E. University Ave  
 Gainesville, FL 32601

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

*Jeff Poymanier*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.