

Board Meeting Agenda Item Executive Summary

Supt.'s Office Use Only

Board Meeting 3-3-09

Agenda Consent

Item No. F. 6.a.

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

Purpose and Explanation:

Bus Use Agreement with the University of Florida, acting for and on behalf of the Athletic Association, for the 2009 Gator Tennis Camp. Buses will be needed beginning June 9, 2009.

BUDGETARY IMPACT

Funding Source (Description):

Amount:

<p>Staff Attorney Review & Approval <i>(For Contracts Only)</i></p>	<p>Date: 02/11/09 Initial: <i>RW</i></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 **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 \$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 (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

GATOR TENNIS CAMP BUS SCHEDULE NEEDS - 2009

The Gator Tennis Camp 2009 would like to schedule the use of two (maybe 3) 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 several years, and we appreciate the courtesy of your service, and the professional manner in which our request is handled, as well as the professionalism of your drivers. Our campers, staff, and parents appreciate your service.

We anticipate about 130 campers riding . If we need a third bus, I will notify you well in advance so you can make arrangements.

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 9	7:00 p.m.	9:30 p.m.
Tuesday	June 16	7:00 p.m.	9:30 p.m.
Tuesday	June 23	7:00 p.m.	9:30 p.m.
Tuesday	June 30	7:00 p.m.	9:30 p.m.
Tuesday	July 7	7:00 p.m.	9:30 p.m.

Joyce, if you should need further information, please let me know. My numbers are listed below and I am in the camp office generally from 10:00 a.m. to 5:00 p.m. daily, and sometimes much later as camp draws 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.

M. B. Chafin
M. B. Chafin, Director
Gator Tennis Camp
P. O. Box 14485
Gainesville, FL 32604

352-392-3538 (O)
352-316-6623 (C)
352-376-8030 (H)