

Board Meeting Agenda Item Executive Summary

<i>Supt.'s Office Use Only</i>	
Board Meeting	4-21-09
Agenda	Consent
Item No.	F. 8.

Board Meeting Date:	April 21, 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 various shuttle runs for upcoming events. The Agreement shall be effective from March 7, 2009 until June 30, 2009.

BUDGETARY IMPACT

Funding Source (Description):	Amount:
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Staff Attorney Review & Approval <i>(For Contracts Only)</i>	Date: 3/10/09 Initial: RW	ADDITIONAL INFORMATION Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
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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., 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:  _____
Jack Pfaff
Director of Operations

Approved as to form:

James F. Lang, School Board Attorney

ATTACHMENT "A"

School Board buses will be used for "shuttle runs" to and from various events sponsored by the **User**. These events include, but are not limited to, gymnastics and baseball.

To reserve bus(es), the **User** will contact the **School Board's** Director of Transportation, Dr. Harrell Harrison, 1800 S.E. Hawthorne Road, Gainesville, Florida 32601, telephone (352) 955-7762, at least five (5) working days in advance of the scheduled event and provide a written itinerary that includes the following information:

1. The date(s) and times the bus(es) will be needed;
2. The number of buses that will be needed; and
3. The route(s) the bus(es) will be taking.

The itinerary must be approved by the **School Board's** Director of Transportation. Buses will be used only if they are available at the times requested.

This Vehicle Use Agreement shall be effective from March 7, 2009 until June 30, 2009.