

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20030478

**1. REQUESTED MOTION: ACTION REQUESTED:**

Approve and sign Busing Agreement and Assumption of Liability Agreement between Lee County and the Lee County School Board.

**WHY ACTION IS NECESSARY:**

To provide for the transportation of children in the 2003 Summer Recreation Day Camp program to be able to go on field trips.

**WHAT ACTION ACCOMPLISHES:**

Provides campers the opportunity to travel to various historical sites, nature centers, etc. to enrich their learning experiences.

**2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #**

*C11A*

**3. MEETING DATE:**

*05-06-2003*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:  
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. B-0009
- CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Parks & Recreation
- C. DIVISION

BY: John Yarbrough, Dept. Director

*John Yarbrough*

**7. BACKGROUND:**

Each year the children of the Summer Recreation Day Camp program are afforded the opportunity to participate in a field trip. Each campsite will be provided transportation for one field trip each two-week session. The field trip experiences allow staff increased opportunities to enrich the learning experience of the campers. The children are exposed to additional cultural, historical, and educational programs by visiting places within the County such as the Nature Center, Edison Home, Historical Museums, etc.

Lee County will maintain insurance coverage against liability resulting from the negligent use of the buses by the County. County will pay for damage to school buses if damage is attributable to negligence on the part of the County.

Approximate cost for transportation is \$40,000. Funding is available in account number KH5722015500.504420 – 100% - Parks & Recreation – Parks & Recreation Operations – MSTU Fund – N/A Subfund – Vehicle Rental.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

*CCM*

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>JY 4/16/03</i>	<i>[Signature]</i>			<i>[Signature]</i>	OA <i>[Signature]</i> 4/18/03	GM <i>[Signature]</i> 4/18/03	Risk <i>[Signature]</i> 4/18/03	GC <i>[Signature]</i> 4/16/03	HS 4-17-03

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>4/17/03</i>
Time: <i>2:16 pm</i>
Forwarded To:
<i>City Admin 4-17-03</i>

RECEIVED BY COUNTY ADMIN. <i>CA</i>
<i>4/17/03</i>
COUNTY ADMIN. FORWARDED TO: <i>HS</i>
<i>4/17/03</i>

APPROVED  
APR 01 2003  
SCHOOL BOARD OF  
LEE COUNTY

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_, of \_\_\_\_\_, 2003 by and between Lee County Department of Public Parks and Recreation Services, Lee County, hereinafter referred to as the "County", and the School Board of Lee County, Florida with offices at 2055 Central Avenue, Ft. Myers, Florida, hereinafter referred to as the "School Board".

### WITNESS:

**WHEREAS**, the parties, for and in consideration of the mutual agreement herein contained, do contract and agree as follows:

**PURPOSE.** To transport approximately 250 children daily to various Lee County locations for the Summer Recreation Program of the Lee County Division of Parks and Recreation.

**TERMS OF AGREEMENT.** This agreement is valid from June 9, 2003, through August 1, 2003, unless terminated sooner by either party within 15 days written notice. This agreement may be terminated as aforesaid by either party without cause.

**TRANSPORTATION.** Prior to the execution of this Agreement, both parties have discussed the transportation needs of the County and the number of school buses that will be available to the County. Nothing contained herein will obligate the School Board to provide buses to the County if it is deemed by the School Board that such action will reduce or delay transportation of pupils.

**INSURANCE COVERAGE.** The County agrees to maintain insurance coverage to insure against any and all liability resulting from the negligent use of school buses. Said insurance will cover both the County and the School Board. NO buses shall be made available to the County unless and until coverage has been obtained and approved by the School Board Risk Management Department.

**PAYMENT OF OPERATING COST.** The County will be charged time and mileage actual costs. The County is responsible for drivers hourly salary plus benefits (\$25.00 per hour), as well as mileage not to exceed \$ 1.25 per mile without notification from School Board to the County. Drivers will receive a minimum of four hours pay per day.

**SCHEDULE OF OPERATIONS.** The School Board agrees to furnish up to six (6) buses daily, Monday through Thursday, June 9 to August 1, 2003. Said buses shall transport the participants to and from areas within the County on a pre-arranged schedule for the purpose of the Summer Recreation Programs as provided by the County. All transportation schedules shall be approved by the Superintendent.

**BUS DRIVERS.** When school buses are used by the County, under no circumstances shall the vehicles be driven by anyone other than drivers qualified, trained, certified, and assigned by the School Board.

INCIDENTS AND DAMAGE TO THE VEHICLES - The County agrees to report to the School Board the nature and extent of any incident resulting in personal injury to a passenger while boarding, riding in or deboarding from the bus. All reports shall be telephoned to the Director of Risk Management of the School Board within one hour of any such incident, and a written report shall thereafter be filed within twenty-four (24) hours.

The County agrees to pay for any damage to the school buses while being used by the County if said damage is attributable to negligence on the part of the County.

RULES AND REGULATIONS ON SCHOOL BUSES - The County shall observe all rules and regulations promulgated by the School Board for its operation of school buses.

SHORTAGE OF PETROLEUM PRODUCTS - In the event petroleum products required to operate the buses subject to this Agreement become unavailable, the obligations of the School Board may be terminated by the School Board upon twenty-four (24) hours notice in writing to the County. The School Board shall be the final authority as to the availability of petroleum products.

GOVERNING LAW - This Agreement shall be interpreted, construed and governed according to the Laws of the State of Florida.

IN WITNESS THEREOF, the parties have hereunto caused this Agreement to be executed by setting their hands and seal the above date.

COUNTY OF LEE  
BOARD OF COUNTY COMMISSIONERS

THE SCHOOL BOARD OF LEE COUNTY,  
FLORIDA

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

By: Jeanne S. Dozier  
Chairman,

ATTEST: \_\_\_\_\_  
Clerk of Courts  
(SEAL)

ATTEST: Thomas [Signature]  
Superintendent  
(SEAL)

DATE: \_\_\_\_\_

DATE: 4-7-03

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: [Signature]  
Office of the County Attorney

By: [Signature]  
School Board Attorney

APPROVED  
APR 01 2003  
SCHOOL BOARD OF  
LEE COUNTY

ASSUMPTION OF LIABILITY AGREEMENT

The undersigned, in consideration for renting and using buses owned by THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA, AND DRIVEN BY SCHOOL DISTRICT's employees, for summer camp field trips, does hereby agree to assume liability for the negligent acts of its officers, employees, and agents during the rental and use of said property, and will defend all claims, causes of action, damages, suits, or other actions which any person may pursue based on the negligent acts of its officers, employees, or agents alleged to have occurred during the said rental and use of the SCHOOL DISTRICT's property. The undersigned assumes no liability beyond that allowed by §768.28, Florida Statutes.

Name of Agency: Lee County Parks and Recreation Department

ATTEST: CHARLES GREEN BOARD OF COUNTY COMMISSIONERS  
CLERK OF COURTS LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Office of the County Attorney