

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

Blue Sheet No. 20040532

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 2004 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 center, etc. to enrich their learning experiences.

2. DEPARTMENTAL CATEGORY: //

~~Public Services~~
COMMISSION DISTRICT # CW

C11B

3. MEETING DATE:

05-11-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

B-0009

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT **Parks and Recreation**
- C. DIVISION

BY: **John Yarbrough**

[Signature]

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 experience allows 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 \$20,000. Funding is available in account number KH5722015500.504420 – 100% Parks and 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>dy</i> <i>4/27/04</i>				<i>[Signature]</i> <i>4/27/04</i>	<i>QA</i> <i>4/28/04</i>	<i>OM</i> <i>4/28/04</i>	<i>Risk</i> <i>4/28/04</i>	<i>GC</i> <i>4/28/04</i>	<i>[Signature]</i> <i>4-29-04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 4/27/04
Time: 2:50 pm
Forwarded To:
4/27/04
5-10 Adm.

RECEIVED BY
COUNTY ADMIN: *[Signature]*
4/27/04
4:30 pm SL
COUNTY ADMIN
FORWARDED TO: *[Signature]*
4-29-04
11 am

HS

AGREEMENT

APPROVED
APR 20 2004
SCHOOL BOARD OF
LEE COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, 2004, 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 agreements hereinafter contained, do contract and agree as follows:

PURPOSE - To transport approximately 900 children weekly to various Lee County locations for the Summer Recreation Program of the Lee County Division of Parks and Recreation.

TERM OF AGREEMENT - This Agreement is valid during the summer school break June through August, depending on school calendar, unless terminated sooner by either party on 15 days written notice. This Agreement is valid for a five (5) year period with annual review and revised schedules by staff. This Agreement may be terminated as aforesaid by either party without cause.

TRANSPORTATION NEEDS - 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 by the County. The School Board agrees to maintain insurance coverage to insure against any and all liability resulting from the negligent use of school buses by the School Board. Said insurance will name both the County and the School Board as additional insured. No bus shall be made available to the County or accepted by the County unless and until insurance coverage has been obtained and approved by the Risk Management Departments of both the School Board and the County.

PAYMENT OF OPERATING COST - The County will be charged time and mileage actual costs. The County is responsible for driver's 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. Fees may be adjusted for inflation on subsequent years, as approved by both parties. Drivers will receive a minimum of four hours pay per day.

SCHEDULE OF OPERATION - The School Board agrees to provide buses daily, according to schedule furnished by Lee County Parks and Recreation. Said buses shall transport the participants to and from areas within Lee County on a prearranged schedule for the purpose of the Summer Recreation Program 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: James S. Doyin
Chairman

ATTEST: _____
Clerk of Courts

ATTEST: James M. [Signature]
Superintendent

(SEAL)

(SEAL)

DATE: _____

DATE: 4-20-04

APPROVED

APR 20 2004

SCHOOL BOARD OF LEE COUNTY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

By: [Signature]
School Board Attorney

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