

WALK ON #1

Lee County Board Of County Commissioners

Blue Sheet No. 20050559

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Consider approval and authorize the Chairman's signature on the mended Agreement between Lee County and the Lee County School Board for Summer Bus Usage. Board approval is contingent upon receiving the executed amended agreement from the Lee County School Board.

2. WHAT ACTION ACCOMPLISHES: To provide for the transportation of children in the 2005 Summer Recreation Day Camp program to be able to go on field trips. Camps include traditional camps, teen camps, and therapeutic camps.

3. MANAGEMENT RECOMMENDATION: Provides campers the opportunity to travel to various historical sites, nature center, etc to enrich their learning experiences.

4. Departmental Category:

5. Meeting Date: 05-10-2005

6. Agenda:

7. Requirement/Purpose: (specify)

8. Request Initiated:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

- Statute
- Ordinance
- Admin. Code B-0009
- Other

Commissioner
 Department Parks and Recreation
 Division
 By: John Yarbrough

John Yarbrough

9. 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 one-week session, plus one trip to the nearest public swimming pool. 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. The 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 \$90,000. Funding is available in account number: KH5722015500.504420 (Parks & Recreation-Parks & Recreation Operations-MSTU fund-n/a subfund-Vehicle Rental)

CCM

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>	<i>[Signature]</i>	NA		<i>[Signature]</i>	Analyst	Risk	Grants	Mgr.	<i>[Signature]</i>
				<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
 Date: 4/25/05
 Time: 8:10
 Forwarded To:
 Co. Admin
 4/25/05

RECEIVED BY
 COUNTY ADMIN: CA
 4-25-05
 9:12
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 4/28/05
 4pm

Patricia Geren - Walk-on

From: John Yarbrough
To: Geren, Patricia
Date: 5/4/05 5:05 PM
Subject: Walk-on
CC: Hammond, William; Mitar, Cindy; Schwartz, Holly

Kathy, I am requesting that Blue Sheet #20050559 be walked on the BOCC agenda for 05-10-05. It is imperative that we get this agenda item on the agenda... since the school board is meeting the evening of 05-10-05, and will be approving. We need to get the bus schedule solidified and ensure that we have transportation in place for our summer campers. The delay has been insurance related.....Let me know if you have any questions.
Thanks.....Jy

**AMENDED AGREEMENT BETWEEN LEE COUNTY AND SCHOOL BOARD FOR
SUMMER BUS USAGE**

THIS AMENDED AGREEMENT, made and entered into this ___ day of _____, 2005, 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, Fort Myers, Florida, hereinafter referred to as the "School Board".

WITNESSETH:

WHEREAS, the sharing of resources between two public entities conserves resources and promotes more efficient use of taxpayer dollars; and

WHEREAS, Lee County and the School Board, for and in consideration of the mutual agreements hereinafter contained, do contract and agree as follows:

PURPOSE - To transport approximately 1200 children weekly to various locations in Lee County and other neighboring counties for the Summer Recreation Program of the Lee County Division of Parks and Recreation.

- I. **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 beginning on May 11, 2004 and ending on May 11, 2009 with annual review and revised schedules by staff. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party.

- II. **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.

III. INSURANCE COVERAGE - Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless BOARD against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and board shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of Board's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

PAYMENT OF OPERATING COST - The County will be charged time and mileage actual costs. The County is responsible for the driver's hourly wage plus benefits of \$50.00 per hour with a 4-hour minimum, as well as mileage not to exceed \$1.50 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.

V. 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 and to and from adjoining counties on a prearranged schedule for the purpose of the Summer Recreation Program as provided by the County. All transportation shall be approved by the Superintendent.

- VI. **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.
- VII. **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.
- VIII. **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.
- IX. **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.
- X. **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.

Attest: **SCHOOL BOARD OF LEE COUNTY,
FLORIDA**

By: _____ By: _____
Chairman

APPROVED AS TO LEGAL FORM:

By: _____
School Board Attorney

ATTEST: **BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**
CHARLIE GREEN, CLERK

By: _____ By: _____
Deputy Clerk Chairman

APPROVED AS TO LEGAL FORM:

By: _____
Lee County Attorney's Office

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 cam 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: BOARD OF COUNTY COMMISSIONERS CHARLIE GREEN, CLERK OF LEE COUNTY, FLORIDA

By: Deputy Clerk Chairman

APPROVED AS TO LEGAL FORM:

By: Lee County Attorney's Office