

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

Blue Sheet No. 20020829

1. REQUESTED MOTION:

ACTION REQUESTED: Approve agreement with Lee County Archers for use of a portion of Nalle Grade Park

WHY ACTION IS NECESSARY: BOCC must approve agreement for legal use of a portion of Nalle Grade Park by the Lee County Archers, Inc.

WHAT ACTION ACCOMPLISHES: Allows Lee County Archers continued use of approximately southern third of Nalle Grade Park.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT # 4 **C 11 A**

3. MEETING DATE:

8-6-02

4. AGENDA:

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

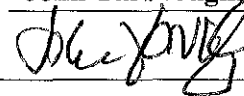
5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUEST FOR OF INFORMATION:

- A. COMMISSIONER Commissioner Coy
- B. DEPARTMENT Parks and Recreation
- C. DIVISION

BY: John Yarbrough, Dept. Director



7. BACKGROUND:

The Lee County Archers, Inc. has been using the southern third of Nalle Grade Park since April 1980. The attached agreement replaces and updates the former agreement with the Archers. The Lee County Archers have used the site for archery practice and competition. The Archers are solely responsible for operations and maintenance of this property. The Archery area is open to the public every third Sunday of the month and every Thursday evening.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

Recommend Board approval

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>CEW</i> <i>7/15/02</i>	<i>[Signature]</i> <i>7/15/02</i>	<i>N/A</i>		<i>[Signature]</i> <i>7/17/02</i>	<i>OA</i> <i>7/17/02</i>	<i>OM</i> <i>7/22/02</i>	<i>Risk</i> <i>7/23</i>	<i>GC</i> <i>7/23</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *7/15/02*
Time: *3:45pm*
Forwarded to:
Budget
7/17/02 10:00AM

RECEIVED BY
COUNTY ADMIN. *CA*
7/17/02
11:25 am
[Signature]
7/23 5:00

AGREEMENT
BETWEEN LEE COUNTY ARCHERS
AND LEE COUNTY PARKS & RECREATION

THIS AGREEMENT is entered into this First day of May, 2002, between LEE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the COUNTY and the LEE COUNTY ARCHERS, INC. (hereinafter referred to as the ARCHERS).

WITNESSETH

WHEREAS, the County owns approximately 80 acres, known as Nalle Grade Park, in the east half of the northwest quarter of Section 9, Township 43 South, Range 25 East; and

WHEREAS, the ARCHERS have been in continuous use of the approximately southern third of Nalle Grade Park since April 1980 for archery practice and competition; and

WHEREAS, it is the desire of the COUNTY to allow the ARCHERS to continue the use of the area in Nalle Grade Park identified in "Exhibit A" under the terms of this Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual covenants and agreements hereinafter contained and in the interest of the public served by both parties, the COUNTY and the ARCHERS agree as follows:

1. The purpose of the Agreement is to allow the ARCHERS use of the area in Nalle Grade Park identified in "Exhibit A" by providing for the control and management of all activities conducted therein.
2. The ARCHERS shall be responsible for limiting access to the archery area by the general public visiting Nalle Grade Park by erecting and maintaining a fence with a gate approved by Lee County as depicted in "Exhibit A" within ninety (90) days from the effective date of this agreement.

The entire perimeter of the area used by the ARCHERS shall be posted at intervals not to exceed 50 feet, with signs which shall read: DANGER - ARCHERY RANGE - DO NOT ENTER. It shall be the responsibility of the COUNTY to maintain the portion of the perimeter fence of Nalle Grade Park surrounding the area used by the ARCHERS.

3. The ARCHERS shall maintain comprehensive general liability insurance which shall have continuous coverage in the minimum amount of \$1,000,000.00 (general aggregate limit) and Lee County must be named as an additional insured on the policy, a copy of which shall be on file with the COUNTY. The ARCHERS shall submit the proper insurance certificate at the time of execution of this agreement. Verification of insurance will be required annually thereafter. The COUNTY shall be given 30 days written notice of cancellation or material changes in the coverage.
4. Any alterations of the site, including excavation, clearing or construction of structures shall have prior approval in writing by the COUNTY. Any alterations not having prior approval shall be restored at ARCHER'S expense.
5. The ARCHERS, as a group, shall be limited to the part of Nalle Grade Park identified in "Exhibit A". Use of this area shall be limited to members of the ARCHERS in good standing, their immediate families and organized groups under the supervision of the ARCHERS. The archery area shall be open to the public every third Sunday of the month (Excepting whenever Christmas falls on a Sunday) and every Thursday evening of the month (excepting whenever Christmas falls on a Thursday) under direct ARCHERS supervision for at least 4

hours. The ARCHERS are to encourage General Public participation using the Community Calendar in the Ft. Myers News Press, the Parks and Recreation brochures/flyers and other verifiable means to promote participation. Verification of promotional activity must be submitted at the annual review. The ARCHERS must work with Lee County Parks and Recreation to provide basic archery programs to Parks and Recreation Youth Program participants. Lee County Parks and Recreation will provide assistance to produce promotional flyers for any program open to the General Public.

6. The Archers shall maintain their own locks to be used on the front gate and the access gate to the leased area. The front gate lock is to be used in conjunction with a County supplied lock for staff and public access. The facility site supervisor must be provided with the combination numbers used for access through both gates. The Archers must change the combinations periodically to prevent former club members from gaining access. The area site supervisor must be kept current on all gate access combination numbers. All Archers must close and lock the main and leased area gates upon entering or exiting to prevent unauthorized vehicle entry.
7. Targets must be located in a manner that will prevent arrows from being shot beyond the leased area border. A target layout map must be submitted to the Parks and Recreation area supervisor for approval. Layout changes must be approved beforehand by the area supervisor. The Archers must do everything possible to eliminate arrows falling on adjacent properties and the non-leased section of the Park.

8. The COUNTY and the ARCHERS shall notify each other of the scheduled dates of special activities at least four weeks in advance, so as to avoid conflict of use of Nalle Grade Park. The ARCHERS shall provide the COUNTY with the name, address and phone number of their current contact person and annually a list of all members.
9. The COUNTY may conduct habitat maintenance activities such as prescribed burning and exotic species control attendant to maintaining natural plant communities and association. The County will also conduct inspections and security checks of the leased area as determined by the site Supervisor.
10. The COUNTY shall control all activities to the extent necessary to prevent overuse of, and damage to, the natural features of the areas. Fires shall be limited to one enclosed fire pit and to above ground self-contained grills. A fire extinguisher shall be kept within 3 feet of the fire pit and each grill. The COUNTY retains right of entry to the area used by the ARCHERS for any purposes at any time.
11. This agreement shall expire five (5) years from its effective date but shall be renewable automatically, absent notice of termination, for each of four (4) successive terms of five (5) years each (or a total agreement term not to exceed 25 years) at the expiration of each term.
12. The COUNTY and the ARCHERS will meet at least once annually to review and to discuss the management activities authorized by this agreement and to consider any changes in the agreement and additional rules and regulations governing public use of the lands covered by the agreement that may be deemed appropriate.

The ARCHERS shall prepare and submit for discussion at the annual meeting a yearly summary report to include:

- a. Archer and program activities
- b. Status of environmental conditions
- c. Status of use by the ARCHERS
- d. Review of special problems and concerns encountered over the previous year.

13. The parties will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the parties while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in section 768.28, Florida Statutes.
14. The ARCHERS agrees and certifies that it will comply with Title VI of the Civic Rights Act of 1964 (PL 88-352) and other enabling acts and regulations, and accordingly no person in the United States shall, on the grounds of race, sex, creed, handicap or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in the management and operation of the property described herein.
15. Both parties agree that there is no conflict of interest by either party in the execution and performance of this contract.

16. This agreement may be terminated by either party for just cause by giving the other party notice of such termination 90 days before the effective date of termination, or renewal under number 11 above.
17. The Archers must comply with all provisions of Lee County Ordinance 02-12.
18. The Archers must apply for Not- For-Profit 501 c 3 status and provide verification of the filing and designation upon approval.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day, month and year first above written.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

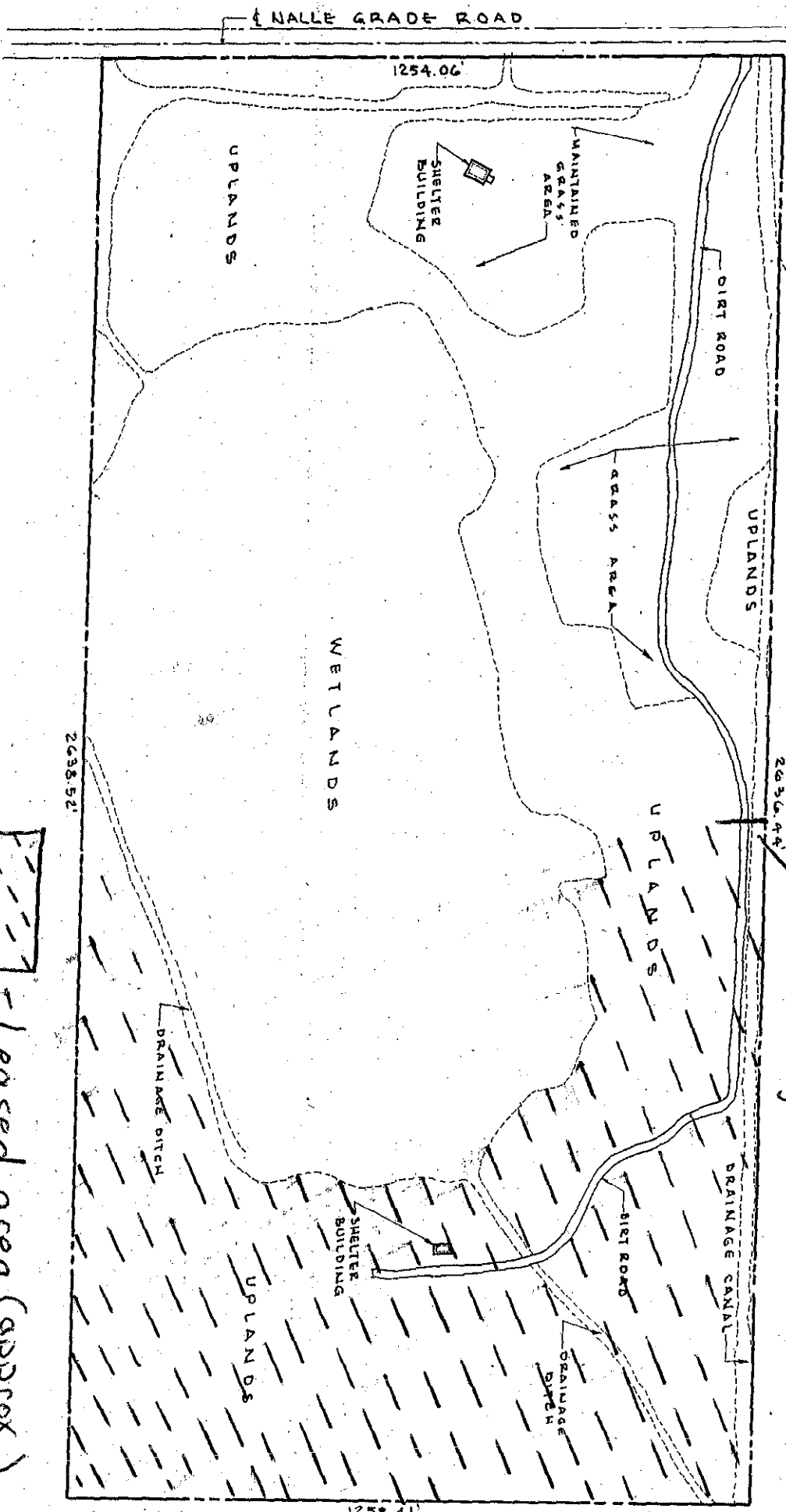
By: _____
Deputy Clerk


By: _____
Chairman

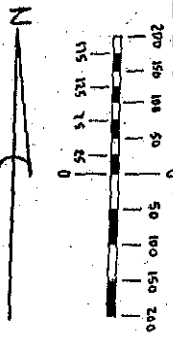
LEE COUNTY ARCHERS, INC.

By: Mr. E. H. Brown III
President

Exhibit A



 = Leased area (approx.)



REVISED	PLANNING AND CONSTRUCTION
DATE	FORT MYERS, FLORIDA
BY	
SITE PLAN No. 2	
NALLE GRADE PARK	
8350 NALLE GRADE ROAD	
NORTH FORT MYERS, FLORIDA	
DESIGNED BY	LANDSCAPE ARCHITECT
SCALE	1"=200'
DRAWING NO.	

09-43-25-06-00001-0010