

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

Blue Sheet No. 20021201

1. REQUESTED MOTION:

ACTION REQUESTED: Request Board accept Dunbar neighborhood park interlocal agreement between the Lee County School Board and the City of Fort Myers. Transfer \$50,000, approved in the FY 01-06 CIP, to the City for capital improvements to the park. The City will assume full financial responsibility for the operation and maintenance of the park.

WHY ACTION IS NECESSARY: Board action is necessary to accept the interlocal agreement between the Lee County School Board and the City of Fort Myers.

WHAT ACTION ACCOMPLISHES: Provides the City with an additional neighborhood park within the City limits.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 11

CIA

3. MEETING DATE:

11-5-02

4. AGENDA:

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

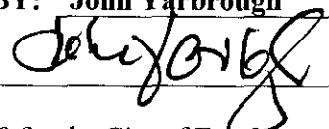
5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

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

BY: John Yarbrough



7. BACKGROUND:

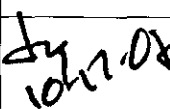

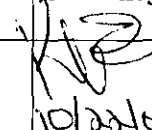
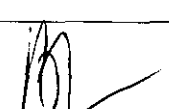
In the approved FY 01-06 CIP, the Board approved funding in the amount of \$50,000 for the City of Fort Myers for Dunbar neighborhood park. The City of Fort Myers and the School Board of Lee County have entered into an interlocal agreement which states that the School Board will make available to the City 5 + or - acres of property known as Dunbar neighborhood park. In return, the City will be responsible for maintenance, upkeep, utilities, and programming for the operation of this neighborhood park.

The County will provide \$50,000 to the City for capital improvements to Dunbar neighborhood park. Funds will be made available in account #20178630100.508150. Capital Improvement Projects - Dunbar Park - Capital Improvement Fund - N/A - Grants & Aids to Local Governments

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								
					<table border="1"> <tr> <td>OA</td> <td>COM</td> <td>Risk</td> <td>GC</td> </tr> <tr> <td>10/22/02</td> <td>10/24/02</td> <td>10/23/02</td> <td>10/24/02</td> </tr> </table>	OA	COM	Risk	GC	10/22/02	10/24/02	10/23/02	10/24/02	
OA	COM	Risk	GC											
10/22/02	10/24/02	10/23/02	10/24/02											

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CCM
Date: 10/22/02
Time: 8:18 am
Forwarded To: Budget
10/23/02

RECEIVED BY
COUNTY ADMIN. EW
10-22-02
9:00
COUNTY ADMIN.
FORWARDED TO: BL
10/23/02



CITY OF FORT MYERS, FLORIDA

CITY CLERK'S OFFICE
PO DRAWER 2217
FORT MYERS, FL 33902
239-332-6740 TEL
239-461-2650 FAX

October 4, 2002

Mr. John Yarborough
Lee County Park Department
3410 Palm Beach Boulevard
Fort Myers, FL 33907

Dear Mr. Yarborough:

Enclosed herewith is a certified copy of the Interlocal Agreement between the School Board of Lee County and the City wherein the School Board will make available to the City five acres of property located at the northeast corner of Raleigh Street and Indian Street known as Dunbar Park for use as a neighborhood park.

Yours truly,

CITY OF FORT MYERS

Marie Adams

Marie Adams, CMC
City Clerk

MA:mf

Enclosure

c: Joan Cayll, Manager. Contracts and Grants

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of March, 2002, by the SCHOOL BOARD OF LEE COUNTY, FLORIDA, hereinafter called "BOARD", and the CITY OF FORT MYERS, A MUNICIPAL CORPORATION, LOCATED IN LEE COUNTY, FLORIDA, hereinafter called "CITY",

WITNESS:

WHEREAS, the CITY and the BOARD are mutually interested in an adequate program of community services and activities; and

WHEREAS, said governmental agencies are authorized by law to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the cultivation of citizenship by providing adequate programs of community services and activities within their boundaries: and

WHEREAS, in the interest of providing the best services with the least possible expenditure of public funds, full cooperation between the CITY and the BOARD is necessary.

NOW, THEREFORE, in consideration of these premises, the CITY and the BOARD do hereby agree as follows:

1. The BOARD will make available to the CITY 5+ acres of property located at the northeast corner of Raleigh Street and Indian Street in Fort Myers and commonly known as "Dunbar Park" for use as a neighborhood park located at 3103 Indian Street, Fort Myers, FL 33916, and described as South 1/2 of Southeast 1/4 of Northeast 1/4 of Southwest 1/4, lying South of SAF R/W and less Raleigh Avenue.
2. The CITY will be responsible for maintenance, upkeep, utilities and programming as may be required for the operation of a neighborhood park.
3. It is agreed that the CITY may make capital improvements and install additional equipment to improve existing facilities on areas selected by the CITY, only after receipt of written approval of the BOARD. Capital improvements for said purposes shall be made by the CITY at its expense or shared by the BOARD as it may agree from time to time. It is agreed that plans and specifications for the placement of all equipment, facilities, and capital improvements upon BOARD

property, by the CITY, and the type, design and construction thereof shall be approved by the BOARD prior to installation thereof.

4. In the event any or all of the above referenced capital improvements made by the CITY be required for exclusive use by the BOARD, the BOARD shall notify the CITY in writing and shall further reimburse the CITY for the replacement cost of said capital improvements in any case where it will not be practical to remove same or where same must be used exclusively by the BOARD for education purposes.
5. It is understood and agreed that either party to this Agreement may at any time terminate this Agreement upon ninety (90) calendar days advance written notice to the other party of its intention to terminate same.
6. It is agreed that the public bodies carry insurance to cover all facilities within their jurisdiction.
7. The BOARD and the CITY agree that each will defend, indemnify and save the other harmless due to the negligent acts of its employees, officers, or agents, including volunteers, or due to the negligent operation of equipment. The BOARD and the CITY shall only be obligated to indemnify and hold harmless the other under this Agreement to the extent each may be held liable under Chapter 768.28, Florida Statutes, as the same may be amended from time to time. Any person not a party to this Agreement shall not construe this section as waiving any defense or limitation, which either party may have against any claim or cause or action.

IN WITNESS WHEREOF, and pursuant to the authority granted by duly adopted Resolutions, the parties hereto have caused this Agreement to be executed.

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

By: Jane Kuckel
Jane Kuckel, Chairperson

ATTEST:

John Sanders

APPROVED

MAR 05 2002

APPROVED AS TO FORM:

Keith Martin
Keith Martin, School Board Attorney

SCHOOL BOARD OF
LEE COUNTY

THE CITY OF FORT MYERS, FLORIDA

By: James T. Humphrey
James T. Humphrey, Mayor

ATTEST:

Marie Adams
Marie Adams, City Clerk

I DO HEREBY CERTIFY THAT THE ABOVE
AND FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL THEREOF ON FILE
IN MY OFFICE WITNESS MY HAND AND
SEAL OF SAID CITY THIS 4th DAY
OF October, A.D. 2002

APPROVED AS TO FORM:

Grant Williams Alley 11/4/02
Grant Williams Alley, City Attorney

Marie Adams
CITY CLERK, CITY OF FORT MYERS, FLORIDA.