

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

BLUE SHEET NO: 20040589

1. REQUESTED MOTION:

ACTION REQUESTED: Accept termination letter and approve and execute new contract with the Lehigh Acres Senior Center, Inc. for the use of a county-owned building for the Lehigh Senior Center, for a contract period through December 31, 2005.

WHY ACTION IS NECESSARY: Board must approve all agreements for public-private partnerships.

WHAT ACTION ACCOMPLISHES: Allows the Lehigh Acres Senior Center, Inc. to provide a continuation of senior programs in the east area of Lee County.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 04

C11A

3. MEETING DATE:

06-01-2004

4. AGENDA

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

5. REQUIREMENT/PURPOSE

- (Specify)*
- STATUTE
 - ORDINANCE
 - ADMIN. CODE
 - OTHER

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER:
- B. DEPARTMENT: Parks and Recreation
- C. DIVISION:
- BY: John Yarbrough, Department Director

John Yarbrough

7. BACKGROUND:

The Lehigh Acres Senior Center, Inc. is a not-for-profit organization which focuses on wellness programs, social programs, educational programs, trips and other privileges to the seniors in our communities aged 55 and over. We have provided the use of county facilities for the Lehigh Seniors since 2000. The prior contract outlined use of the building through the National Association of Senior Friends, a component of Hospital Corporations of America (HCA). When Lehigh Regional Medical Center purchased HCA East Pointe Hospital, the hospital assumed the responsibilities under our contract with HCA. We are now contracting directly with the Lehigh Acres Senior Center, Inc. and not the hospital.

No funding will be required.

- Attachments 1) Termination Letter
2) New contract for execution

8. MANAGEMENT RECOMMENDATIONS:

COM

9. RECOMMENDED APPROVAL

DEPARTMENT DIRECTOR	Purchasing	Human Relations	County Administration				OTHER	COUNTY ATTORNEY	COUNTY MANAGER
<i>5-14-04</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>OA</i>	<i>OM</i>	<i>Risk</i>	<i>OC</i>	<i>[Signature]</i>	<i>[Signature]</i>	
			<i>5/17/04</i>	<i>5/20/04</i>	<i>5/19/04</i>				

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN:
5/19/04
3:25pm SLT
COUNTY ADMIN
FORWARDED TO:
5/20/04
440

Rec. by CoAtty
Date: *5/19/04*
Time: *2:05 PM*
Forwarded To:
Co. Admin
5/19/04

CLT
ALS

April 21, 2004

Lee County Board of County Commissioners
Department of Parks and Recreation
3410 Palm Beach Blvd.
Fort Myers, FL 33916

Attention: Barbara Manzo, Deputy Director

Dear Ms. Manzo:

We are writing in response to your request for a letter to terminate the contractual agreement between the Lehigh Chapter of the National Association of Senior Friends, executed with HCA East Pointe Hospital 10/24/2000. Please terminate this agreement upon receipt of this letter.

We understand that this termination letter is necessary for the County to also enter into a direct contract with the Lehigh Acres Senior Center Board for the use of the building.

We look forward to working with you in the future.

Sincerely,



Dan Buckner
Chief Executive Officer

DB/pcc

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2004, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and the Lehigh Acres Senior Center, Inc. hereinafter referred to as "SENIOR CENTER BOARD".

WITNESSETH

COUNTY and the SENIOR CENTER BOARD in consideration of the mutual promises contained herein agree on to the following:

BACKGROUND

1. The COUNTY owns a building used for senior programs located at 219 Plaza Drive, Lehigh Acres, FL 33936. The SENIOR CENTER BOARD wants to continue using the building for senior programs. SENIOR CENTER BOARD focuses on wellness programs, social programs, educational programs, trips, and other privileges and programs for seniors in our County aged 55 and over.
2. The COUNTY hereby licenses the use of the building to the SENIOR CENTER BOARD, a not-for-profit organization.
3. The Lehigh Senior Advisory Board is defined as an existing 501(C)3 not for profit corporation that is elected by the membership of the Lehigh Senior Center. This Board does not, and never has, served as a recognized Advisory Board to Lee County government. The purpose of the Lehigh Senior Center Advisory Board is to be a fund raising arm to support the Senior Center and assist with improvement of the activities, programs, equipment, and facility. The funds raised must be reinvested into the center on an "as needed basis" with the approval of the membership and management. If the Lehigh Senior Center Advisory Board does not adhere to this requirement, the managing agent may dissolve the Board.

USE OF FACILITIES

4. The SENIOR CENTER BOARD may use the building located at 219 Plaza Drive, Lehigh Acres, FL 33936 for a period beginning _____, 2004 and ending on December 31, 2005.
5. The COUNTY agrees to permit the SENIOR CENTER BOARD to assume full usage and management of the building including the day to day operations to run senior programs as described for the public.
6. The SENIOR CENTER BOARD will continue to offer the participants of the center the full range of programming currently offered.

OPTION TO RENEW/TERMINATION

7. This agreement may be renewed for additional five year periods upon written agreement of the parties sixty (60) days prior to expiration of the current term.
8. Amendments or changes to this Agreement must be made upon written agreement of the parties in a manner similar to this Agreement.
9. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party.
10. Both parties agree to review this agreement during November annually.

FINANCIAL RESPONSIBILITY

11. The SENIOR CENTER BOARD will assume full financial responsibility for running the center including, but not limited to, salaries and benefits for employees, telephone, electric, water and sewer, trash and garbage, equipment rental and maintenance, food, operating supplies, insurance and any other operating expenses.

HOURS OF OPERATION

12. The SENIOR CENTER BOARD will continue to operate the center during the normal operating hours. Normal operating hours are from 9:00 AM to 4:00 PM, Monday-Friday, excluding holidays and other days as determined by SENIOR CENTER BOARD. Additional operating hours will vary depending on programming and other activity demands at the discretion and responsibility of the SENIOR CENTER BOARD.
13. The SENIOR CENTER BOARD will assume responsibility for event scheduling of all the areas of the building. Other community organizations may use the building at the discretion of the SENIOR CENTER BOARD.

PROPERTY CONDITION/PROTECTION/IMPROVEMENTS

15. SENIOR CENTER BOARD accepts the property in the described condition as follows: Premises are in good condition and suitable for the intended purpose of senior programs.
16. The SENIOR CENTER BOARD shall maintain the landscaping for the purpose of maintaining the building in an attractive condition.
17. The COUNTY will be responsible for all major repairs to the plant and property. Major repairs are defined as greater than \$2,500.00

18. The SENIOR CENTER BOARD shall maintain and protect the building from damage, and shall surrender it in the same condition (except for normal wear) as received.

19. The COUNTY may make improvements to the building and such improvements shall be considered part of the realty when made and shall remain with the building upon expiration.

20. The SENIOR CENTER BOARD may make improvements to the building. Any permanent improvements and betterment must be requested and approved in writing by Lee County Parks & Recreation with the understanding that said permanent improvements will remain with the building upon expiration.

21. The SENIOR CENTER BOARD may make non-permanent improvements to the building but it must be understood that any such improvements must be removed from the building or they will remain with the building upon expiration unless otherwise agreed to by both parties.

EQUIPMENT/INVENTORY

22. Attachment A includes an inventory of all county equipment and property located at the center. The SENIOR CENTER BOARD may use the equipment which will remain property of the COUNTY. The SENIOR CENTER BOARD will replace the equipment as deemed necessary. At the expiration of the agreement, all existing equipment and property belonging to the COUNTY or purchased to replace COUNTY equipment will be returned to the COUNTY in good condition.

INSPECTION OF PREMISES

23. The COUNTY, or their designee, shall have the right to inspect the building at any reasonable time during the duration of the agreement.

INDEMNIFICATION

24. The SENIOR CENTER BOARD shall indemnify, defend, save and hold harmless, the County, its officers, agents, and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement, and due to any act or occurrence of omission or commission of the agreement. The parties agree that this paragraph shall not waive sovereign immunity of the County, nor waive the benefits of Section 768.28 and 335.055, FS, or any similar provision.

GOOD FAITH

25. The SENIOR CENTER BOARD may continue to operate the gift shop, bingo games, and the kitchen with all revenue being reinvested into the center as mentioned in section 3.

INSURANCE

26. Insurance shall be provided by the SENIOR CENTER BOARD in accordance with the requirements in the Request for Proposal. A certificate of insurance shall be provided with the following limits:

1. Insurance Requirements:
 - a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$300,000 bodily injury per person (BI)
\$500,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$500,000 combined single limit (CSL) of BI and PD
 - b. Business Personal Property or Tenant's Insurance for property owned by the SENIOR CENTER BOARD
2. Verification of Coverage:
 - a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 1. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an Additional Insured” on the General Liability policy.***
 2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

IN WITNESSETH WHEREOF, the COUNTY and the SENIOR CENTER BOARD have caused this agreement to be executed on the day and year first above written.

ATTEST:

Charlie Green, Clerk

Board of County Commissioners
of Lee County, Florida

By: _____
Deputy Clerk

By: _____
Chairman

Witnesses:

Lehigh Acres Senior Center, INC.

By: *Donald E. Thompson Pres*
President & Chief Executive Officer

Approved As To Legal Form
And Sufficiency

By: _____
Assistant County Attorney

**LEHIGH SENIOR CENTER INVENTORY
ATTACHMENT A**

COUNTY PROPERTY	SENIOR CENTER BOARD PROPERTY
BOARDROOM	
4 DRAWER FILE CABINET	1 WOOD SHELF
1 SMALL SEC. CHAIR	1 METAL SHELF
6 RED CHAIRS	1 LARGE WOOD TABLE W/10 CHAIRS
STEEL CART	1 DESK CHAIR
	1 COMPUTER CABINET, COMPUTER
	1 PAPER SHREDDER
	1 CARD TABLE (BINGO)
	1 GLASS MIRROR
	1 SECRETARY DESK
NURSES ROOM	
2 GRAY CARD TABLES	1 WHEEL CHAIR
1 DESK	
1 STEEL FILE CABINET	
1 SCALE	
6 CHAIRS	
ENTRANCE AREA	
3 DESKS	1 LARGE SECRETARY CHAIR
1 STEEL FILE CABINET	1 WOOD SHELF (OPEN SHELVES)
	1 GLASS DISPLAY CASE
	1 SMALL SEC. CHAIR
RECEPTION OFFICE	
2 DESKS	2 COMPUTERS W/MODEM AND MONITOR
1 TYPEWRITER TABLE	1 WORD PROCESSOR
2 4-DRAWER FILE CABINETS	1 COPY MACHINE
	3 SECRETARY CHAIRS
	1 CALCULATOR
DIRECTOR'S OFFICE (JOES)	
1 TYPEWRITER TABLE	1 LARGE WOOD DESK W/COMPUTER DESK
1 2-DOOR STORAGE CABINET	1 COMPUTER TABLE
2 ARTIFICIAL PLANTS	4 CHAIRS
	1 COPY MACHINE (HOSPITAL OWNS)
	1 VACUUM CLEANER
	1 VIDEO CAMERA
	1 COMPUTER MONITOR
	1 COMPUTER MODEM (HOSP. OWNS)
	1 FAX MACHINE
	1 CALCULATOR
	1 PLANT
CARD ROOM	
3 ROUND TABLES	6 CHAIRS
1 MAGAZINE RACK	9 CARD TABLES
2 PADDED BENCHES	1 RECEPTION DESK AND CHAIR

36 CHAIRS	
1 WOOD BOOK SHELF	
3 ARTIFICIAL PLANTS	
STORAGE ROOM	
2 FLOOR FANS	MISCELLANEOUS SUPPLIES
1 BUFFER (FLOOR)	
1 WET-DRY VACUUM	
1 WOOD STEPLADDER	
POOL ROOM	
3 POOL TABLES	1 WOOD TABLE
POOL EQUIPMENT, QUE BALLS ETC.	1 SOFA
18 CHAIRS	
OUTSIDE PATIO	
2 GLASS TOPPED TABLES	
10 PLASTIC CHAIRS	
OUTSIDE AREA & STORAGE SHED	
10 BENCHES	SHUFFLEBOARD EQUIPMENT
1 EXTENTION LADDER	2 SCORE BOARDS
1 POPCORN CART	7 PICNIC TABLES
1 BOCCE SET	1 BENCH
1 SUFFLEBOARD SET EQUIP	1 GRILL
1 CART FOR MOVING ITEMS	1 BOCCE SET
	1 GARDEN HOSE AND CART
	1 SNAPPER BLOWER
COMPUTER ROOM	
1 CARD TABLE	1 GRAY TABLE
3 COMPUTER TABLES	6 COMPUTERS
20 CHAIRS	
1 STOOL	
1 STEEL DESK	
6 RED CHAIRS	
1 CHALK BOARD	
CLASSROOMS	
75 CHAIRS	15 TABLES
3 SEWING MACHINES	1 TV AND VCR
1 2-DOOR CABINET	3 DOUBLE DOOR CABINETS
2 SMALL MICROWAVES	5 SEWING MACHINES
1 ICE CRUSHER	1 WOK
1 SEWING TABLE	1 RICE COOKER
2 STAINLESS STEEL SINKS	
2 PORTABLE FANS	
LIBRARY	
3 CHAIRS	1 WOOD DESK
1 ROUND TABLE	1 MAGAZINE RACK
1 CARD TABLE	2 BLUE UPHOLSTERED CHAIRS
	BOOKS AND MAGAZINES
ENCLOSED PATIO ROOM	
6 ROUND GLASS TOPPED TABLES	3 FLOOR FANS

24 PLASTIC CHAIRS	12 FOLDING TABLES
	80 RED FOLDING CHAIRS AND RACK
	4 SMOKE EATERS
	2 TV MONITORS
	4 CEILING FANS
KITCHEN	
1 REFRIGERATOR (GLASS DOORS)	1 NEW GLASS SLIDING DOOR FRIG.
1 POPCORN MACHINE	2 UPRIGHT FREEZERS
1 ICE MACHINE	1 SMALLER POPCORN MACHINE
1 STOOL	1 MICROWAVE
CABINETS AND COUNTERS	1 HOT DOG MACHINE
	1 COFFEE MACHINE
GIFT SHOP	
5 ROUND TABLES	1 STEP STOOL
6 WOOD CABINETS	1 ROUND CLOTHING RACK
1 STEEL FILE CABINET	2 DOUBLE HANGING RACKS
	1 T RACK
	1 CASH REGISTER
BALLROOM	
2 CHAIR CARRIERS	1 ORGAN
1 MICROPHONE STAND	1 PIANO
1 CARD TABLE	1 PODIUM
2 ROUND TABLES	13 CARD TABLES
	122 RED STACKABLE CHAIRS
	1 BINGO MACHINE AND CHAIR
	1 LARGE TV AND CABINET
	19 TABLES
	4 TV MONITORS
STORAGE ROOM	
1 OLDER LARGE TV	1 WEDDING ARCH
29 CHAIRS	2 CHAIRS
3 CARD TABLES	1 SLIDE PROJECTOR (HOSP. OWNES)
1 FOLDING CHAIR	1 BROWN STEEL CABINET
	2 COFFEE CARTS
	1 ENTERTAINMENT P.A. SYSTEM
	TOOLS AND EQUIPMENT
	2 100-CUP ELECTRIC COFFEE POTS
	1 30-CUP ELECTRIC COFFEE POTS