

WALK ON #2

PKS

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20041656

1. REQUESTED MOTION:

ACTION REQUESTED: Approve amendment to the Interlocal Agreement between Lee County and the School Board of Lee County. Authorize Commissioner's signature on the amended Interlocal Agreement.

WHY ACTION IS NECESSARY: Board of County Commissioners' approval is required to amend the agreement with the School Board for County funding in the amount of \$36,349.52 to assist the School Board and Tanglewood/Riverside Elementary Parent Teacher Association to purchase and install a playground that will be for school use and accessible to the general public when school is not in session.

WHAT ACTION ACCOMPLISHES: Finalizes the Amended Interlocal Agreement with the School Board of Lee County.

2. DEPARTMENTAL CATEGORY:

Parks & Recreation

COMMISSION DISTRICT #2

3. MEETING DATE:

12-14-2004

4. AGENDA:

5. REQUIREMENT/PURPOSE:
(Specify)

6. REQUESTOR OF INFORMATION:

<input checked="" type="checkbox"/>	CONSENT		STATUTE		A. COMMISSIONER	
	ADMINISTRATIVE		ORDINANCE		B. DEPARTMENT	Parks & Recreation
	APPEALS		ADMIN. CODE		C. DIVISION	
	PUBLIC	<input checked="" type="checkbox"/>	OTHER		BY:	John Yarbrough
	WALK ON				<i>John Yarbrough</i>	
	TIME REQUIRED:					

7. BACKGROUND:

In 1973, the Board of County Commissioners entered into an agreement with the Lee County School Board that provided for joint use of School Board facilities. The Tanglewood/Riverside campus is used by various youth and adult soccer groups under authority of this interlocal agreement. The new playground equipment will provide an important amenity to the facility users in addition it will provide a convenient playground for the residents of Tanglewood, McGregor Gardens, The Argyle and Whiskey Creek sub-divisions. Board approval is necessary for any agreement changes.

Funds will be made available in account string: 20172130100.508150 Capital Projects-CW Playgrounds-Capital Improvement fund-subfund n/a-Grants and Aids to Local Government

Attachments: Draft Version of Amendment to Interlocal Agreement - Final Version Awaiting School Board Approval

8. MANAGEMENT RECOMMENDATIONS: Parks & Recreation recommends assistance with this project to provide better service to users of the facility.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
<i>JM</i>				<i>K.C.</i>	OA <i>12/9/04</i>	OM <i>12/9/04</i>
					Risk <i>12/9/04</i>	GC <i>12/9/04</i>

10. COMMISSION ACTION:

<input checked="" type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	DEFERRED
<input type="checkbox"/>	OTHER

Rec. by CoAtty
Date: 12/9/04
Time: 8:00
Forwarded To: *Admin*

RECEIVED BY COUNTY ADMIN
12-9-04
9:13
COUNTY ADMIN FORWARDED TO:
12/9/04
JPM

Attachment "C"

SCHOOL

ADDRESS

UTILITIES

Tanglewood/Riverside

1620 Manchester

MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

DATE: December 17, 2004

TO: Lee Cares

FROM:


Kristie L. Kroslack
Assistant County Attorney

RE: **Tanglewood Playground Equipment Funding- Blue Sheet # 20041656**

Please route the original agreement for execution by the Chairman. It was not included as back up with Blue Sheet No. 20041656, as the School Board had not yet approved or signed it. This item was approved by the Board of County Commissioners on December 14, 2004 (Walk-on Item #2 per Commissioner Albion) and by the School Board later that same day.

After the Chairman has executed the agreement, please send one (1) original to the School District of Lee County, 2055 Central Avenue, Fort Myers, FL 33901, Attn. Ms. Kathy Babcock; and one (1) copy to me.

As a courtesy, please also send a copy of the fully executed agreement to: Mr. John T. McGee, P.O. Box 60139, Fort Myers, FL 33906-6139 (Telephone 433-4535). This "matter" is a rush item.

Thank you in advance for your assistance in this matter.

Attachments

cc: Robert W. Gray, Deputy County Attorney
David M. Owen, Chief Assistant County Attorney
Commissioner John Albion

IN WITNESS WHEREOF, the parties hereto have caused these presence to be executed by their duly authorized officers and their official seals hereto affixed, on the day and year as first written above.

ATTEST:

By: *[Signature]*

SCHOOL BOARD OF LEE COUNTY, FLORIDA

By: *[Signature]*
Elinor C. Scricca, Ph.D.
Its: Chairman

APPROVED AS TO LEGAL FORM:

By: *[Signature]*
Keith B. Martin, Esquire
School Board Attorney

ATTEST:

CHARLIE GREEN, CLERK

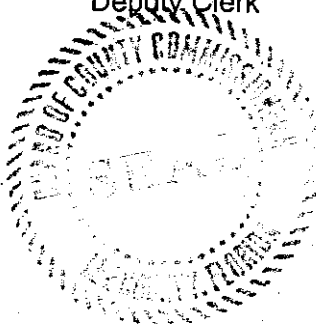
By: *Michele S. Cooper*
Deputy Clerk

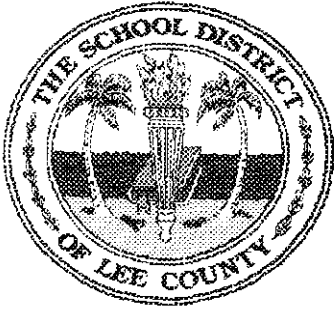
BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

By: *[Signature]*
Chairman

APPROVED AS TO LEGAL FORM:

By: *[Signature]* 12/17/04
Lee County Attorney's Office





12/17/04
1:17 PM
Kathy Babcock

MEMORANDUM

To: Kristie L. Kroslack
Assistant County Attorney

From: Kathy Babcock, KathyMBa@lee.k12.fl.us KB
(239) 337-8678 – Phone

Date: December 17, 2004

Re: Tanglewood/Riverside School – First Amendment to
Interlocal Agreement (Playground)

Enclosed please find two copies of the First Amendment to the Interlocal Agreement dated August 1, 2000, for the playground at Tanglewood/Riverside School, signed by the chairman of the School Board.

Please return one fully signed copy of the amendment to me. **It is critical for our records that we receive a fully signed original document with original signatures, and I appreciate your cooperation in this matter.**

cc: Heather Hawkins

The District shall maintain the playground listed on Attachment "C". The District and the County will share in the cost of capital improvements to the playground listed on Exhibit "C" with the Parent Teacher Association (PTA) making a monetary donation. Each party's financial contribution will be as follows:

The District will provide \$27,142.96

The County will provide \$36,349.52.

The PTA will provide \$4,000.00.

If the District removes the playground equipment installed pursuant to this Agreement for the installation of portable classrooms within ten (10) years of the date of this Agreement or prevents the County's use of said equipment for thirty (30) days after receipt of notice from the County that access is being denied, the District will reimburse the County the current market value of any equipment purchased with County funds.

4. SECTION 6: The following language replaces Section 6:

The Director of the Department of Parks & Recreation or his designee, shall be the County's contact person with the District and the Executive Director of School Support or his designee shall be the District's contact person with the County. If one entity wishes to schedule the other entity's facilities, the requests shall be directed to the above-mentioned contact person or other identified representative.

5. SECTION 9: The following language replaces Section 9:

SECTION 9. LIABILITY

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 District against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and District shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of District'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.

6. All other terms and conditions of the Interlocal Agreement remain unchanged and full force and effect.
7. This Amended Interlocal Agreement shall become effective upon its execution by the Parties. This Agreement, and any subsequent Amendments thereto, shall be filed with the Clerk of the Circuit Court for Lee County.

11-1-2004

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
LEE COUNTY AND THE SCHOOL BOARD
FOR THE JOINT USE OF SWIMMING POOLS, FIELDS AND COURTS**

This Amendment to that certain Interlocal Agreement dated August 1, 2000, entered into by the parties hereto, is made and entered into this 14th day of December, 2004, by and between the LEE COUNTY, a political subdivision and Charter County of the State of Florida, hereinafter referred to as the "County" and the SCHOOL BOARD OF LEE COUNTY, FLORIDA, a public agency of the State of Florida, hereafter referred to as "District", and collectively referred to as the Parties."

WITNESSETH:

WHEREAS, the County and the District both serve the people of Lee County: and

WHEREAS, the Parties previously entered into an Interlocal Agreement on August 1, 2000 for the use of the District owned pools, fields and courts; and

WHEREAS, the Parties found that entering into the Interlocal Agreement served a public purpose, was to the public's benefit, and in the public's interest; and

WHEREAS, the Parties now desire to amend the Interlocal Agreement to provide for additional responsibilities.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions hereinafter set forth, the County and District, intending to be legally bound, hereby agree to this First Amendment to the Interlocal Agreement, as follows:

1. The recitals as set forth above are hereby incorporated into the terms of the original agreement.

2. SECTION 2: The following language is added to Section 2:

The District will maintain those facilities enumerated in Attachment "C", which shall be attached to and be a part of this agreement. Attachment "C" may be amended to include additional facilities if resolutions are passed by both the District and the County.

3. SECTION 4: The following language replaces Section 4:

SECTION 4. ATHLETIC FACILITIES, COURT AND PLAYGROUNDS

The County shall maintain the fields and courts listed on Attachment "B". The District shall share with the County the maintenance expenses for athletic fields and courts listed on Attachment "B". The sharing of any expenditure for capital improvements above and beyond the normal maintenance costs shall be discussed on an as needed basis. The County shall bill the District annually by March 31 and the District shall remit payment the following September 30. The amount due September 30, 2000 will be \$152,012.00. For each succeeding year the sum paid will increase three percent (3%) per annum.