

**Lee County Board Of County Commissioners**

**Agenda Item Summary**

Blue Sheet No. 20041720

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Request Board to execute interlocal agreement with Lee County School Board to allow the County to install its own air conditioning system at Dunbar-Jupitar Hammon Library. Also approve Budget Transfer from Library Reserves in the amount of \$85,000 and amend FY04/05-08/09 CIP for the Dunbar Library Chiller Plant and Irrigation accordingly.

**WHY ACTION IS NECESSARY:** Board approval is required for interlocal agreements.

**WHAT ACTION ACCOMPLISHES:** Sets forth terms allowing the County to install its own air conditioning and irrigation system at Dunbar-Jupitar Hammon Library.

**2. DEPARTMENTAL CATEGORY:**

**COMMISSION DISTRICT #:**

*C6B*

**3. MEETING DATE:**

*01-18-2005*

**4. AGENDA:**

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

**5. REQUIREMENT/PURPOSE**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
- B. DEPARTMENT \_\_\_\_\_
- C. DIVISION Library
- BY: Cynthia Cobb, Director

**7. BACKGROUND:**

On August 24, 1994, the Board of County Commissioners entered into an Interlocal Agreement with the Lee County School Board allowing the County to use the School Board's Dunbar Community School Gymnasium located at 3095 Blount Street for a term of 99 years. This installation will allow the County to save energy, cost, and ensure indoor air quality while being serviced by the County's Facilities Management Department. The Library's days and hours of operation do not coincide with the days and hours the School is in session. The County may more comprehensively assure temperature and humidity levels are at acceptable levels for Library staff and patrons.

Funds will be available in account: 20361414800.506540

- Attachments: (1) Interlocal Agreement Between School Board and County  
(2) Budget Transfer

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>Cynthia Cobb 12/22/04</i>	<i>For School's Progress Only 12-25-04</i>	N/A		<i>[Signature]</i> 12/28/04	<i>[Signature]</i> 12/28/04	<i>[Signature]</i> 1/4/05	<i>[Signature]</i> 1/4/05	<i>[Signature]</i> 1/4/05	<i>[Signature]</i> 1-4-05

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *12/28/04*  
Time: *4:00*  
Forwarded To:  
*Co. Admin*  
*12/29/04*

RECEIVED BY  
COUNTY ADMIN:  
*12/29/04*  
*10:25 am SLT*  
COUNTY ADMIN  
FORWARDED TO: *AK*  
*1-4-05*  
*4pm*

# REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Lee County Libraries DATE: 12/21/04 BATCH NO. \_\_\_\_\_

FISCAL YEAR: 04/05 FUND #: 14800 DOC TYPE: YB LEDGER TYPE: BA

TO: Capital Projects Library Capital Projects  
 (DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:  
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.  
 (EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
<u>20361414800.506540</u>	<u>Construction - Improvements</u>	\$ 85,000
	TOTAL TO:	\$ 85,000

ACCOUNT NUMBER	OBJECT NAME	CREDIT
<u>GC5890114800.509910</u>	<u>Reserves for Contingencies</u>	\$ 85,000
	TOTAL FROM:	\$ 85,000

EXPLANATION: Transfer budget from Library Reserves to fund chiller plant and irrigation system at Dunbar-Jupiter Hammon Library.

Cynthia M. Cox 12/22/04  
 DIVISION DIRECTOR SIGNATURE DATE

DBS: APPROVAL  DENIAL

APPROVAL  DENIAL

CO. ADMIN.: APPROVAL  DENIAL

DEPARTMENT DIRECTOR SIGNATURE DATE

Trina K. Wolf 1-5-05  
 OPERATIONS ANALYST SIGNATURE DATE

Shirley Langer 1/4/05  
 BUDGET OPERATIONS MANAGER SIGNATURE DATE

CO. ADMIN. SIGNATURE DATE

BCC APPROVAL DATE \_\_\_\_\_

BCC CHAIRMAN SIGNATURE \_\_\_\_\_

BA NO: \_\_\_\_\_ AUTH CODE: \_\_\_\_\_ TRANS DATE: \_\_\_\_\_

REV. 05/93



**MEMORANDUM**  
FROM THE  
**OFFICE OF COUNTY ATTORNEY**

DATE: December 17, 2004

TO: Ms. Cynthia Newton Cobb  
Director, Lee County Library System

FROM:

  
Kristie L. Kroslack  
Assistant County Attorney

RE: **Blue Sheet for Dunbar-Jupiter-Hammon Library Amendment**

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Attached are two original amendments to the Dunbar-Jupiter agreement, which allows Lee County to install its own central chiller plant on site.

The amendments were approved by the School Board on December 14, 2004.

Please prepare such item for review and approval by the Board of County Commissioners. Should you need assistance in drafting of the blue sheet, please contact me for review.

KLK/kab

Attachment

cc: Robert W. Gray, Deputy County Attorney  
David M. Owen, Chief Assistant County Attorney  
Richard Beck, Director, Facilities - with attachment

## Kristie Kroslack - Re: Bluesheet for library at Dunbar

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**From:** Cynthia Cobb  
**To:** Beverly Dearborn; Dolly Ballard; Martin Petro; Pat Stott; Richard Beck  
**Date:** 12/15/2004 2:32 PM  
**Subject:** Re: Bluesheet for library at Dunbar  
**CC:** Kristie Kroslack

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Bev-

Dolly Ballard will be the library's point person on this one...she does need some guidance on where to start...so, if you'll contact her that will work fine...and I'll be available to assist her when needed.

ccob

Cynthia Newton Cobb, Director  
Lee County Library System  
[ccobb@leegov.com](mailto:ccobb@leegov.com)  
Phone: (239) 461-2929  
Fax: (239) 461-2919  
<http://www.lee-county.com/library/>

"Our priority @ the Lee County Library System is to meet growing community needs through accessible library services."b

>>> Beverly Dearborn 12/15/04 02:10PM >>>

I would like to help with the wording on the blue sheet. Who will be the point person at the Library?

Bev Dearborn

Department of Public Works  
Capital Projects Program Manager  
E-Mail Address: [Dearboba@leegov.com](mailto:Dearboba@leegov.com)  
Telephone: (239) 479-8521  
Fax: (239) 479-8307

>>> Cynthia Cobb Wednesday, December 15, 2004 1:59:13 PM >>>

Rich -

How about your folk helping us with the correct wording of the bluesheet and of course be at the Board meeting to answer the technical questions, if any...but since we're paying of it - it appears to me that we should generate the paperwork that goes before the board.

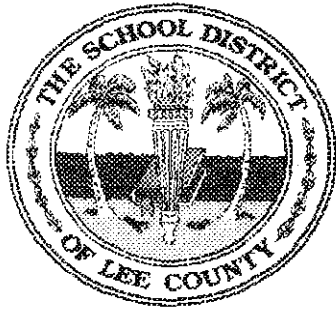
ccobb

Cynthia Newton Cobb, Director  
Lee County Library System  
[ccobb@leegov.com](mailto:ccobb@leegov.com)  
Phone: (239) 461-2929  
Fax: (239) 461-2919  
<http://www.lee-county.com/library/>

"Our priority @ the Lee County Library System is to meet growing community needs through accessible library services."

>>> Richard Beck 12/15/04 11:20AM >>>

Pat, Dolly and Marty, it is time to get a permit for the chiller at Dunbar and also prepare the bluesheet. Dolly and Pat, decide who will generate the bluesheet, if Cynthia is OK with it, I would prefer to have it under Facilities since any technical questions we would need to answer anyway, but it is her building and therefore Libraries call. Rich



RECEIVED  
DECEMBER 17 2004  
OFFICE OF THE  
SCHOOL BOARD

**M E M O R A N D U M**

**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:** Dunbar-Jupiter Hammon Library & Dunbar  
Community School – First Amendment to  
Interlocal Agreement (Chiller & Irrigation Well)

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Enclosed please find two copies of the First Amendment to the Interlocal Agreement dated August 24, 1994, for the chiller and irrigation well at Dunbar-Jupiter Hammon Library and Dunbar Community 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

1000012  
11/1/04

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
LEE COUNTY AND THE SCHOOL BOARD  
FOR THE DUNBAR-JUPITER HAMMON LIBRARY**

This Amendment to that certain Interlocal Agreement dated August 24, 1994 entered by the parties hereto, is made and entered into this 14<sup>th</sup> day of December, 2004, by and between LEE COUNTY, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, 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 "BOARD", and collectively referred to as the Parties."

**WITNESSETH:**

**WHEREAS**, the BOARD and the COUNTY both serve the people of Lee County: and

**WHEREAS**, the Parties previously entered into an Interlocal Agreement on August 24, 1994 for the use of the BOARD'S Dunbar Community School gymnasium, located at 3095 Blount Street, by COUNTY for a term of 99 years; 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 more specific responsibilities.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and conditions hereinafter set forth, the COUNTY and BOARD, 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 3: The following language replaces Section 3:

The BOARD and the COUNTY agree that the BOARD currently holds and shall retain fee simple title to the leased property (as described on Exhibit "A" to the Interlocal Agreement) and the improvements (the library building and any other improvements) constructed thereon. When the lease is terminated, either by expiring on its own terms, or by any other means as provided in the Agreement, the improvements made during the term of the lease will remain on the leased property and ownership thereof will remain with the BOARD unless the parties agree in writing to other terms and conditions with regard to the disposal, release or sale of the improvements.

3. SECTION 12: The following language replaces Section 12:

The BOARD agrees to allow the COUNTY to install its own air conditioning system or units separate from the BOARD'S central chiller plant and to construct a well for purposes of irrigation within the leased property. The chiller plant and well shall be located in the area described on Exhibit "B". The COUNTY will be responsible for all repairs and maintenance of the well, irrigation, cooling and

energy management systems within the leased property. The COUNTY will be responsible for obtaining any permits necessary for the above referenced chiller plant and well.

4. SECTION 14: The following language replaces Section 12:

The BOARD and the COUNTY concede that although no specific consideration for this lease is required pursuant to the provisions of F.S. Chapter 163, both the BOARD and the COUNTY acknowledge that a specific consideration, among other things, for the execution of this lease, is the COUNTY'S previous payment to the BOARD for costs to plant the type 2 landscape buffer as required by the BOARD'S Conditional Use Permit issued by the City of Fort Myers. Further, the BOARD and the COUNTY agree that the COUNTY will pay the monthly electrical costs to air condition the community library and the BOARD will be responsible for supplying the maintenance for the landscaping and lawn areas at Royal Palm Exceptional Center and Dunbar Community School for the term of the lease.

5. SECTION 21: The following language replaces Section 21:

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.

6. SECTION 23. The following language replaces Section 23:

The COUNTY agrees to maintain the following insurance coverage on the leased property, at its own expense:

General coverage against liability for personal injury, death and property damage having limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per person and ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence.

Coverage against loss or damage caused by fire, windstorm and other hazards and perils in an amount not less than one hundred percent (100%) of the insurable replacement cost of the improvements and personalty located on the leased property, naming BOARD as a loss payee.

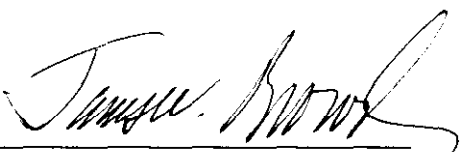
7. All other terms and conditions of the Interlocal Agreement remain unchanged and full force and effect.

8. 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.




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.

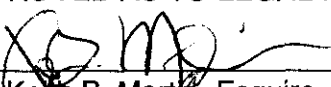
ATTEST:

By: 

SCHOOL BOARD OF LEE COUNTY,  
FLORIDA

By:   
~~Jeanne S. Dozier~~ Elinor C. Scricca, Ph.D.  
Its: Chairman

APPROVED AS TO LEGAL FORM:

By:   
Keith B. Martin, Esquire  
School Board Attorney

ATTEST:

CHARLIE GREEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Lee County Attorney's Office