

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

**Blue Sheet No. 20060056**

**1. ACTION REQUESTED/PURPOSE:** 1) Execute contracts to mitigate hurricane damage to two historic structures as follows: \$12,350 for the Wightman House in Alva and \$15,883 for the Ruby Gill House in Pineland. 2) Cancel contract C-3116 because the grantee should be the University of Florida (instead of the Randell Research Center) and execute a new contract between Lee County and the University of Florida.

**2. WHAT ACTION ACCOMPLISHES:** Allows the county to enter into grant agreements to rehabilitate historic buildings and cancels contract C-3116 because it lists the incorrect grantee and executes a new contract listing the correct grantee.

**3. MANAGEMENT RECOMMENDATION:** Approve

<b>4. Departmental Category:</b> <i>H</i>		<b>CYA</b>		<b>5. Meeting Date:</b> <i>02-14-2006</i>	
<b>6. Agenda:</b>		<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b>	
<input checked="" type="checkbox"/> Consent		<input type="checkbox"/> Statute		<b>Commissioner</b>	N/A
<input type="checkbox"/> Administrative		<input type="checkbox"/> Ordinance		<b>Department</b>	Community Development
<input type="checkbox"/> Appeals		<input type="checkbox"/> Admin. Code		<b>Division</b>	Planning
<input type="checkbox"/> Public		<input checked="" type="checkbox"/> Other		<b>By:</b>	Paul O' Connor, AICP, Planning
<input type="checkbox"/> Walk-On					Director <i>POC 01/31/06</i>

**9. Background:** Historic Preservation Grant Funds to the Wightman and the Ruby Gill Houses for Hurricane Damage- On May 31, 2005 the BoCC awarded \$40,800 in 2004/05 historic preservation grant funds for the rehabilitation of 5 structures. After Hurricane Wilma, at the direction of the Historic Preservation Board, staff contacted these 5 grant recipients to find out if there was any hurricane damage that needed to be reversed before the next rainy season. Two of the five recipients demonstrated that additional funding was needed to prevent further deterioration due to hurricane damage. On December 15, 2005 the Lee County Historic Preservation Board recommended that additional historic preservation grant funds be awarded as a follows: \$12,350 for the Wightman House in Alva and \$15,883 for the Ruby Gill House in Pineland.

\$5,763 of funding is available from FY 04/05 and the balance (\$22,470) from FY 05/06.

Cancel contract C-3116 and enter into a contract with the University of Florida with the terms and project scope of C-3116. Contract C-3116 is a historic preservation grant award agreement between the Lee County BoCC and the Randell Research Center making available \$3,665 in historic preservation grant assistance to the Ruby Gill House. The recommendation is to cancel this contract because the grantee should be the University of Florida (instead of the Randell Research Center) and execute a new contract between the Lee County BoCC and the University of Florida with the terms and project scope of C-3116. This change would reflect the fact that the University of Florida is the non-profit entity leasing the Ruby Gill House from Lee County and is responsible for its maintenance. The Randell Research Center is a research and education program (of the Florida Museum of Natural History under the University of Florida) and as such is not the entity responsible for the maintenance of the building.

Funds are available in account #LB5150715500.508309.06  
 Department/Division #LB, Community Development/Planning  
 Program #51507 - Planning  
 Fund # 15500 Unincorporated Area MSTU  
 Object Code #508309 Other Grants and Aids  
 Subsidiary .06 Historic Preservation

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Mam (H/S)</i>	N/A	N/A	N/A	<i>[Signature]</i> Feb 2/2/06	<i>[Signature]</i> 2/2/06	<i>[Signature]</i> 2/2/06	<i>[Signature]</i> 2/2/06	<i>[Signature]</i> 2/2/06	<i>[Signature]</i> 2/2/06

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN: *[Signature]*

*2/1/06*

*3:30*

COUNTY ADMIN  
FORWARDED TO: *[Signature]*

*2/2/06*

*[Signature]*

Rec. by CoAtty

Date: *2/1/06*

Time: *9:20 AM*

Forwarded To:  
*ADMIN*  
*2/1/06 3:30P*

**Agreement Between the Board of County Commissioners,  
Lee County, Florida  
and  
University of Florida**

This Agreement is made this 7<sup>th</sup> day of June 2005, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **University of Florida** (known as the "Grantee"), of P.O. Box 117800, Gainesville, FL 32611-7800.

This Agreement will govern certain historic preservation activities of the Grantee to be financed by the Grantor.

**I. TERMS OF AGREEMENT**

A. This Agreement will commence on, June 7, 2005, and will continue in full force and effect to, and including, August 15, 2006.

B. The Grantor agrees to allocate the Grantee the maximum sum of three thousand six hundred sixty five dollars (\$3,665.00) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Grantee may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Grantee, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. To the extent permitted by Florida law, The Grantee will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Grantee's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Grantee.

H. Grantee will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Grantee's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Grantee are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Grantee must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Chairwoman

By: \_\_\_\_\_  
University of Florida

Employer Id #:

\_\_\_\_\_  
Witness Signature  
*Name*  
\_\_\_\_\_  
*Address*  
\_\_\_\_\_  
*City/State/Zip*

\_\_\_\_\_  
Witness Signature  
*Name*  
\_\_\_\_\_  
*Address*  
\_\_\_\_\_  
*City/State/Zip*

Grantee Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

## EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for the Randell Research Center (Ruby Gill House/ Pineland Post Office):

Hire architect to prepare preservation plan. Repair siding and building corners.

Located at:

7450 Pineland Rd, Pineland, FL 33945

STRAP: 07-44-22-00-00012.0000

Legal Description:

Boundary and location survey of the following:

A tract of land lying in the East half of Section 7, Township 44 South, Range 22 East, Lee County, Florida, more particularity described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Southeast Quarter of said Section 7, as defined in the Final Judgement Case No. 85-85-CA-WJM (RWP) Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida; thence run S 89°25'13" W along the North line of said Northwest quarter of the Southeast quarter (per said court case) for 531.24 feet to the Point of Beginning; thence run S 00°06'38" W for 166.06 feet to a point on the centerline of Pineland Road (as traveled); thence run S 89°00'35" W along said centerline for 260.24 feet to a point of curvature; thence run Northwesterly for 100.3 feet along the arc of a curve to the right having a radius of 110.00 feet a chord bearing N 64°52'11" W, chord distance of 96.86 feet to a point on the South line Northeast quarter of said Section 7 as established by Johnson Engineering and as occupied; thence run S 89°09'39" W along said South line Northeast Quarter for 444.13 feet to the Southwest corner of said Northeast quarter (per Johnson Engineering and occupation) marked by a concrete monument; thence run N 00°08'31" E along the West line said Northeast Quarter (per Johnson Engineering) for 455.12 feet to a point; thence run N 89°07'15" E for 791.90 feet to a point; thence run S 00°06'38" W for 331.38 feet to the Point of Beginning, containing 8.59 acres of land, more or less.

2. The amount of funds awarded under this grant is three thousand six hundred sixty five dollars (\$3,665.00). The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Grantee, upon receipt and verification of the Grantee's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$3,665.00 or the amount of actual cash expended by the Grantee for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an

historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered or replaced.

4. The Grantor must review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

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LEE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Chairwoman

By: \_\_\_\_\_  
University of Florida

Employer Id #:

\_\_\_\_\_  
Witness Signature  
*Name* \_\_\_\_\_  
*Address* \_\_\_\_\_  
*City/State/Zip* \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
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