

Lee County Board Of County Commissioners  
Agenda Item Summary

Blue Sheet No. 20040384

1. REQUESTED MOTION:

**ACTION REQUESTED:** Approve Vending Facility License Agreement with the Florida Department of Education, the Division of Blind Services, an agency with the State of Florida to operate a cafeteria and vending area in the Justice Center Complex, located at 1700 Monroe Street, Ft. Myers, Florida, as well as a vending area in the Administration Building located at 2115 Second Street, Ft. Myers, Florida. Division of Blind Services will reimburse Lee County 1 ½% of their total monthly sales for the Justice Center Complex.

**WHY ACTION IS NECESSARY:** Board must approve all agreements

**WHAT ACTION ACCOMPLISHES:** Allows the Division of Blind Services to continue to operate the cafeteria and vending machines on the second floor of the Justice Center and continue to provide vending services located on the first floor of the Administration Building.

2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #: 2

3. MEETING DATE:

C2A

04-20-2004

4. AGENDA:

5. REQUIREMENT/PURPOSE:  
(Specify)

6. REQUESTOR OF INFORMATION:

☒ CONSENT  
☐ ADMINISTRATIVE  
☐ APPEALS  
☐ PUBLIC  
☐ WALK ON  
TIME REQUIRED:

☐ STATUTE  
☐ ORDINANCE  
☐ ADMIN. CODE AC-4-1  
☐ OTHER

A. COMMISSIONER  
B. DEPARTMENT Construction & Design  
C. DIVISION Facilities Management  
BY: Richard Beck, Director

7. BACKGROUND:

The Division of Blind Services has operated a cafeteria in the Justice Center Complex since it opened in the 1980's and vending areas in the Administration building since the 1960's. Their current agreement of October, 1997 has expired and a new one has been negotiated.

FUNDS TO BE DEPOSITED INTO THE FOLLOWING ACCOUNT

QC5121200100.369900.9001

Construction & Design/Facilities Management Administration/General Fund/Miscellaneous Revenue

Attachments: Vending Facility License Agreement (2)

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>Jander</i> 4.1.04	Not Applicable N/A	NA		<i>KOB</i> 4/1/04	<i>CA</i> 4/2/04	<i>4/2/04</i>	<i>4/2/04</i>	<i>4/2/04</i>
					RECEIVED BY COUNTY ADMIN. 4/2/04 9:33 am SGT COUNTY ADMIN FORWARDED TO: PR 4/2/04 4 pm			

10. COMMISSION ACTION:

☐ APPROVED  
☐ DENIED  
☐ DEFERRED  
☐ OTHER

Rec. by CoAtty  
Date: 4/1/04  
Time: 4:05 pm  
Forwarded to:  
Co. Admin. 1  
4/2/04

## **VENDING FACILITY LICENSE AGREEMENT**

This Vending Facility License Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, between Lee County, a political subdivision of the State of Florida (hereinafter referred to as "County") and the Florida Department of Education, the Division of Blind Services, an agency of the State of Florida, (hereinafter referred to as "Blind Services"), collectively called the "Parties".

**WHEREAS**, County maintains a certain government facility known as the Lee County Justice Center, located at 1700 Monroe Street, Fort Myers; and the Lee County Administration Building, 2115 Second Street, Fort Myers, Florida, (hereinafter referred to as "County's property"); and

**WHEREAS**, both Blind Services and County recognize that the provisions of the Little Randolph Sheppard Act are permissive as to the political subdivisions of the State; and

**WHEREAS**, Blind Services desires to obtain a license from County for a portion of the Justice Center to operate a café and vending facility and for a portion of the Administration Building to operate a vending area, in accordance with the Little Randolph Sheppard Act pursuant to Section 413.051, Florida Statutes (1996); and

**WHEREAS**, County desires to accommodate County employees, State employees and the public utilizing the Justice Center by having food service available in this facility.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING**, the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties acknowledge and agree as follows:

1. The above representations are true and correct and are incorporated herein as a binding part of this Agreement.
2. County hereby grants an exclusive license to Blind Services and Blind Services hereby accepts this license from the County, for the actual amount of space of the County's property as described in Exhibit "A".
3. This Agreement will be for five (5) years, commencing on the first day of the month following the date of this Agreement.
4. During the term of this license, Blind Services shall cause to be paid to County, one

and one-half percent (1 ½%) of the "Total Sales" derived from each vending facility on the County's property. "Total Sales" is defined herein as the amount in the aggregate derived from all sales (less sales tax), as reported to Blind Services on its normal and usual monthly reporting form (sample attached hereto as Exhibit "B"), for the Justice Center Facility.

5. Blind Services shall cause payments to be made to County monthly. Such payments shall be delivered to and received by County not later than the last business day of the month following each monthly reporting period. Blind Services shall submit Exhibit B with monthly payment to Lee County.
6. Blind Services shall be responsible for the following:
  - (a) Any janitorial services for the portion of the County's property occupied or used by Blind Services in accordance with specifications set forth in Exhibit "C".
  - (b) Any vending machines installed by Blind Services, at its own cost and risk, on County's property.
  - (c) Blind Services shall keep the cafe and related eating areas clean and sanitary, in compliance with health regulations.
7. County shall not assume any liability for any vending machines or equipment installed by Blind Services or for any improvements made by Blind Services on County property.
  - (1) Blind Services shall, during the term hereof, maintain and keep in good repair, the structure of the County's property.
  - (2) Blind Services shall have the right, during the term of this license, to make alterations, attach trade fixtures (ex. sinks, counter-top, etc.) Or make improvements on the property which are necessary for the operation of the licensee's business on the premises. Any improvements, alterations or attachment of fixtures must be requested and approved, in writing, by Lee County Facilities Management. All improvements shall become the property of the County, unless a specific agreement is made to the contrary.

8. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be modified or amended or any terms or provisions hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. All the terms of this Agreement shall be binding on their respective successors and its assigns as they may be permitted under this Agreement. Should any of the provisions of this Agreement be deemed unenforceable, all remaining terms and conditions shall remain in full force and effect.
9. Upon the expiration or termination of this Agreement, Blind Services shall return possession of the County's property in good and tenantable repair. In the event of a breach by County of any material covenants or provisions hereof and County's failure to cure any breach after thirty (30) days written notice and demand, Blind Services shall have the immediate right to terminate the Agreement. This shall be Blind Services' exclusive remedy for County's default.
10. Any notice, request or demand required or permitted to be given shall be in writing and shall be deemed sufficiently given and delivered when deposited in the United States First Class Mail, Registered or Certified, postage prepaid, return receipt requested, addressed to the intended recipient at the address set forth below:

Facilities Management  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, Florida 33901

Chief  
Bureau of Business Enterprises  
Division of Blind Services  
Florida Dept. Of Education  
1320 Executive Center Drive  
Suite 100 Atkins Building  
Tallahassee, Florida 32399

11. Subject to the terms contained in the Little Randolph Sheppard Act, Blind Services

will only allow Blind Licensees to operate each vending facility and shall not assign this Agreement or sub-let the County's property, or any part thereof, without prior written consent of the County. Such consent shall not be unreasonably withheld or delayed.

12. If County, at any time during this Agreement, sells, leases, transfers or otherwise conveys all or any part of the County's property to any person or entity, such transfer shall be subject to the terms and provisions of this Agreement and all of Blind Services' rights hereunder.
13. County reserves the sole right to modify or change the space used by Blind Services at any or all of County's property. Should County elect to do so, it shall provide Blind Services with thirty (30) days notice, as set forth in paragraph ten.
14. Any disputes arising from this Agreement which cannot be resolved by the parties, may be settled through mediation of the disputed matters by following the procedures set forth in Section 44.104 Florida Statutes (2002), or the parties may utilize any other legal remedies available to either party with respect to the disputed matters. The venue for any legal action shall be the 20<sup>th</sup> Judicial Circuit Court in Lee County, Florida.
15. All costs, records and accounts shall be subject to audit by representative(s) of either Blind Services or County, at their election, during normal work hours and upon reasonable notice. Said records and accounts shall be made available at a location mutually agreed upon in Lee County, Florida.
16. Blind Services may, upon written approval of County, appoint an agent (café operator) to conduct this business and Lee County reserves the right of replacing the agent at will.
17. County may terminate this agreement for non-performance of any covenant of this lease and failure of Blind Services to remedy such breach within fifteen (15) days from receipt of written notice.
18. Subject to the limitations as set out in Florida Statutes 768.28 and 252.51, the County shall defend, hold harmless and indemnify Blind Services from and against

any and all claims, actions damages, liability, cost and expense, including those arising from bodily injury, death and /or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the act or omission of the County, its agents, employees, contractors or during the performance of this agreement.

19. Subject to the limitations as set forth in Florida Statutes 768.28 and 252.51, Blind Services shall defend, hold harmless and indemnify the County from and against any and all claims, actions, damages, liability cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the acts or omissions of Blind Services or its agents, employees, and contractors during the performance of this agreement. The provisions of this paragraph are not intended to abrogate the sovereign immunity of the parties beyond that set forth in Section 768.28, Florida Statutes.

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IN WITNESS WHEREOF, this License is hereby granted this \_\_\_\_\_ day of \_\_\_\_\_, 2004, subject to the conditions contained herein.

Larry Murphy  
WITNESS

Shirley G. Powell  
WITNESS

ATTEST:  
CHARLIE GREEN, CLERK

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

DIVISION OF BLIND SERVICES

By: S. Craig Kiser

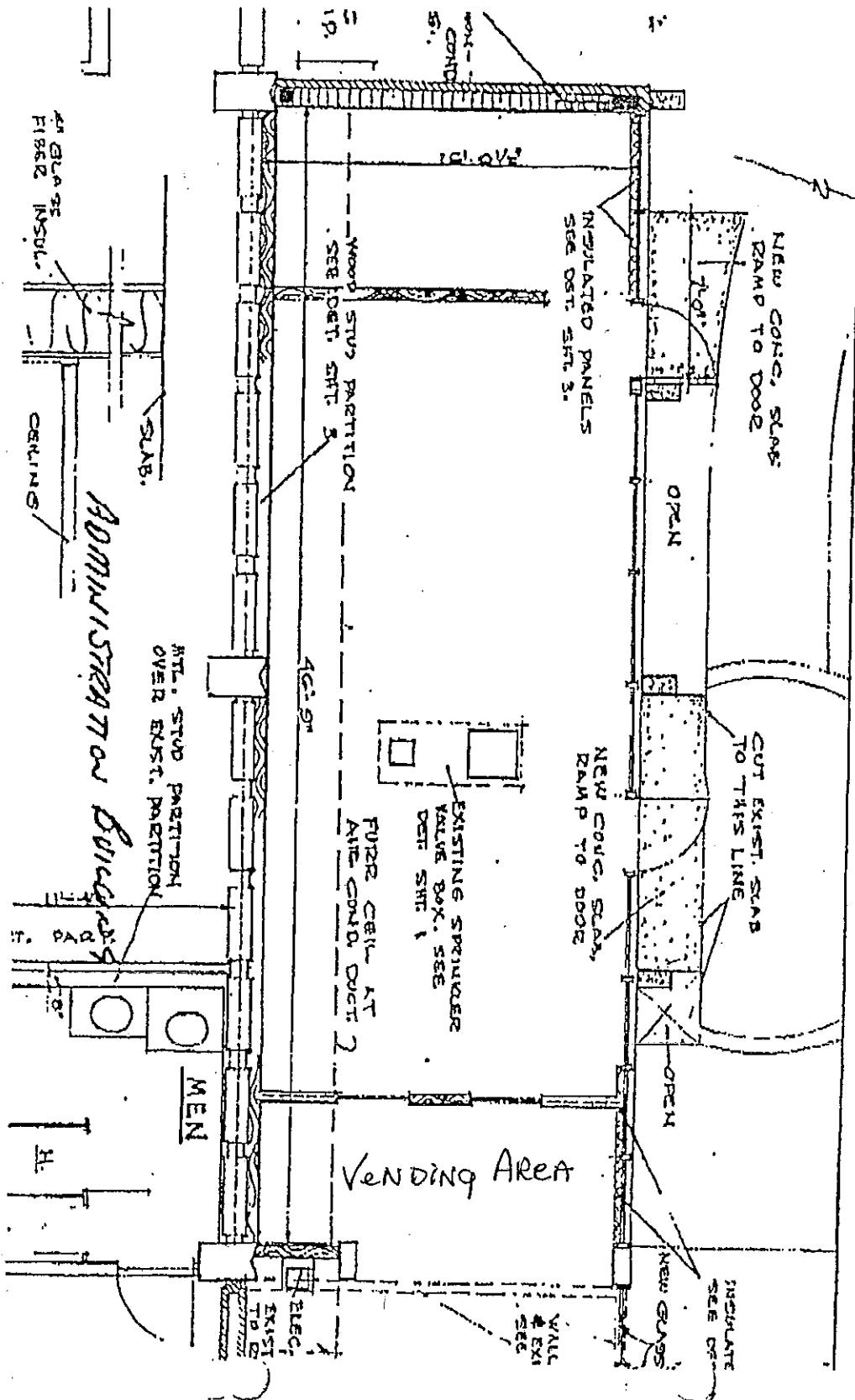
S. Craig Kiser, Director  
Division of Blind Services

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of the County Attorney





Hand-drawn floor plan of a Justice Center building. The plan shows a large central hall with a staircase, several rooms, and a kitchen. Dimensions are provided for various sections. The text "Justice Center" is written vertically on the left side. The plan includes a north arrow pointing towards the top right. The drawing is dated 10/22/72.

# EXHIBIT "A"

EXHIBIT "B"

LOCATION NAME: \_\_\_\_\_

REPORTING MONTH/YEAR: \_\_\_\_\_

ASSESSMENT CALCULATION:

- |   |          |
|---|----------|
| 1. Vending Drink Sales (less sales tax)   | \$ _____ |
| 2. Vending Snack Sales (less sales tax)   | \$ _____ |
| 3. Over the County Sales (less sales tax) | \$ _____ |
| 4. TOTAL SALES (less sales tax)           | \$ _____ |
| 5. ASSESSMENT (1 ½% of line 4)            | \$ _____ |

I declare that I have examined this report and to the best of my knowledge and belief, it is true, correct, and complete.

Facility Operator's Signature	Facility Operator's Printed Name	Date
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Preparer's Signature	Preparer's Printed Name	Date
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Copies of this form are acceptable but must have original signatures

**THIS REPORT IS TO BE PREPARED AND RECEIVED BY LEE COUNTY  
NO LATER THAN THE LAST DAY OF THE MONTH FOLLOWING  
THE REPORTING MONTH**

Make Checks Payable to Lee County

Mail to: Lee County Board of County Commissioners  
c/o Facilities Management  
P.O. Box 398  
Ft. Myers, Florida 33902-0398

## EXHIBIT C

### DETAILED SPECIFICATION FOR JANITORIAL SERVICES FOR CAFÉ AREAS IN THE JUSTICE CENTER AT 1700 MONROE STREET AND ADMINISTRATION BUILDING AT 2115 SECOND STREET

#### DAILY TASKS

1. Empty and damp wipe all wastebaskets. Hose clean as necessary using a determined area outside of the building.
2. Reline waste containers with new plastic bags.
3. Empty trash at specified dumpster locations.
4. Dust all unobstructed work areas.
5. Clean and sanitize any drinking fountains if applicable.
6. Keep custodial and supply cabinets clean.
7. Wash all door glass and adjacent panels, if applicable.
8. Vacuum all floors and floor mats. Wash floor mats as needed.
9. Damp mop all floors with detergent/disinfectant
10. Damp wipe all machines associated with café and vending areas
11. Clean interior glass in café and vending areas.
12. Wash down/scrub/sweep floor of patio at the Justice Center
13. Sweep cobwebs and dust from screen areas on patio at Justice Center.
14. Clean sinks with detergent/disinfectant.
15. Clean counters with detergent/disinfectant.
16. Damp wipe all walls as necessary.
17. Resupply paper products to dispensers, if applicable.
18. Wipe down all tables and chairs with cleaner/disinfectant.
19. Spot clean any carpeted areas as needed by bonnet cleaning method.

#### WEEKLY TASKS

1. High dust all areas.
2. Dust-venetian blinds, if applicable.
3. Clean and sanitize telephones.
4. Scrub all non-skid floor areas, if applicable.

#### EVERY TWO WEEKS SERVICE

1. Spray buff or burnish all vinyl floors.

#### MONTHLY SERVICE

1. Vacuum air conditioning grills and returns.
2. Dust fans, if applicable.

3. Clean interior window glass (may be required to be done more often.)

#### QUARTERLY SERVICE

1. Wash air conditioning grills and returns (use all purpose cleaner or detergent). Do not remove grills, wash them in place.
2. Strip and re-wax all hard floors (may be required to be done more often).
3. Clean any carpeted areas by extraction method, hot water preferred. Extract carpets such that drying time is minimal (less than 24 hours), place fans to dry if necessary.

#### SEMI-ANNUAL SERVICE

1. Wash venetian blinds, if applicable. Use all purpose cleaner or detergent. Do not remove blinds from window.
2. Clean light fixtures and covers (interior and patio).
3. Pressure wash patio area.

#### SPECIAL CLEANING TASK REQUIREMENTS

##### A. Carpet Cleaning

Carpets shall be cleaned via water extraction (preferably hot water) method. A surface cleaning system (i.e. bonnet cleaning method) shall be used for surface (spot) cleaning of the carpet in between actual carpet cleanings. Carpets must be extracted such that they will be dry in less than 24 hours. Fans can be used to expedite the drying times.

##### B. Strip and Rewaxing of Hard Floors

Only quality floor finishes with minimum slip resistance factor (static coefficient of friction) of .5, as measured by the American Society of Testing and Materials (ASTM) test method standards, shall be used on hard floor surfaces in the café and vending areas.

##### C. Hepa Filter Vacuum Cleaners

It is required that only vacuum cleaners with the Hepa filtration system be used in the building areas. These vacuums must be approved by the Facilities Management Director or designee. If, at anytime, the vacuum cleaners need to be replaced, the replacement must have a Hepa filtration system and be approved by the Facilities Management Director or designee.

#### QUALITY ASSURANCE INSPECTIONS

Quality cleaning assurance inspections will be preformed by Lee County on a monthly basis to ensure that the specification guidelines are being followed. A sample of that sheet is provided in Exhibit C. If work is substandard, then you will receive a copy of this form requesting that the deficient areas be cleaned properly. Re-inspections will be done to make sure the deficiencies

are corrected. If the work continues to be inferior and repeated requests are not satisfied, then Lee County reserves the right to hire a vendor to do the cleaning that needs to be done and bill Blind Services for those charges.

### **SUPERVISION AND SAFETY**

Blind Services shall be responsible for the supervision and direction of the janitorial work performed by their staff as well as instructing their staff in all safety measures. All equipment used by Blind Services must be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment will be properly grounded. All cleaning staff will wear proper personal protective equipment while working on County premises.

### **MSDS SHEETS**

Blind Services shall provide Material Safety Data Sheets on all chemicals to be utilized to clean the café/vending/patio areas under this contract. A copy of the MSDS sheets must be given to the Facilities Management Director or designee and a copy must remain in the café area for review as needed. Anytime a cleaning product is changed, an MSDS sheets must be provided.

### **SECURITY**

Because of the higher security requirements in the Justice Center, it will be necessary to require a Crime Information Background Check by the cleaning vendor for Blind Services before they begin service. This check is to be performed by the:

Florida Department of Law Enforcement  
P.O. Box 1489  
Tallahassee, Florida 32302

You will be required to provide the name, date of birth, race, sex, and last known address of each of the cleaning personnel. A copy of the background checks must be provided to the Facilities Management Director or designee.

ATTACHMENT C

COMPANY NAME		DATE	
LOCATION		TIME	

STANDARDS	RATINGS				STANDARDS	RATINGS			
	COMPLIES	DOES NOT COMPLY	SEE COMMENT	N/A		COMPLIES	DOES NOT COMPLY	SEE COMMENT	N/A
Dusting of ceiling fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Spot cleaning of carpets if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting of partitions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shampooing of carpets if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting of shelves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of window / door glass (interior)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting of cabinets / fire extinguishers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of window / door glass (exterior) N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting of window sills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of light fixtures and covers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting of blinds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of sinks and countertops	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting of vents and grills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of bathroom mirrors / faucets / handles N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting / Cleaning of baseboards / walls / water fountains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of bathroom dispensers (toilet tissue, towel) N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cleaning of furniture and tables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of patio area, tables, chairs, screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mopping of hard floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of sidewalks N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stripping / waxing / buffing of hard floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of exterior of building N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vacuuming of carpets If applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of patio area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INSPECTOR'S COMMENTS:

PLEASE RESPOND IN SPACE BELOW AND RETURN TO OUR OFFICE, BY FAX, 335-2653.

VENDOR'S COMMENTS: