



Board of County Commissioners Meeting Agenda

District #1

John E. Manning
Vice Chair

District #2

Brian Bigelow

District #3

Ray Judah

District #4

Tammy Hall

District #5

Frank Mann
Chair

Karen B. Hawes
County Manager

Michael D. Hunt
County Attorney

September 20, 2011

If you plan to address the Board, please complete a blue "Request for Comment" card (located on the table outside the Chamber entrance) or you can submit your comment electronically by clicking [here](#).

Completed cards should be returned to the Staff table at the right of the podium prior to the start of the meeting.

All back up for this agenda is available on the Internet at <http://www.lee-county.com>. Additional information is available in the

Public Resources Office, 1st Floor, Administration Building, 2115 Second St., Fort Myers, FL

PLEASE NOTE: The Board may take action in its capacity as the Port Authority or Government Leasing Corporation.

COMMISSION CHAMBERS, 2120 MAIN STREET, FORT MYERS, FLORIDA

9:30 AM

Invocation: Reverend Erik Bennett, Daniels Road Baptist Church

Pledge of Allegiance

Ceremonial Presentations

Recap

Public Comment on the Consent and Administrative Agenda

Consent Agenda

- Items to be pulled for discussion by the Board
- Motion to approve balance of items
- Consideration of items pulled for discussion

Administrative Agenda

Walk-ons and Carry-overs

Commissioners' Items/Committee Appointments

County Manager Items

County Attorney Items

Adjourn

9:30 AM CEREMONIAL PRESENTATION

1. Ceremonial presentation recognizing Reverend Israel Suarez's 33 years of service to the community.
(#20110754-Commissioner Judah)

CONSENT AGENDA

1. COUNTY ADMINISTRATION

A) **ACTION REQUESTED/PURPOSE:**

As required by AC 4-4, approve expenditure of \$4,081,167 for the purchase of Excess Property and Casualty Insurance coverage for FY 10/01/11 to 10/01/12. (#20110727-COUNTY MANAGER)

FUNDING SOURCE:

Property & Liability Insurance and Bonds Fund.

WHAT ACTION ACCOMPLISHES:

Enables the Budget Services/Risk Management office to purchase necessary insurance in order to provide financial protection to the County against various unexpected property and casualty type losses.

MANAGEMENT RECOMMENDATION:

Approval.

B) **ACTION REQUESTED/PURPOSE:**

As required by AC 4-4, approve expenditure of \$876,245 for the purchase of insurance coverage for the County's Toll Bridges for FY 10/01/11 to 10/01/12. (#20110728-COUNTY MANAGER)

FUNDING SOURCE:

Toll Facilities – Cape Coral Operations Insurance and Bonds.

Toll Facilities – Midpoint Operations Insurance and Bonds.

Toll Facilities – Sanibel Operations Insurance and Bonds.

WHAT ACTION ACCOMPLISHES:

Enables the Budget Services/Risk Management office to purchase necessary insurance in order to provide financial risk transfer to protect the County's assets against various unexpected property and casualty type losses.

MANAGEMENT RECOMMENDATION:

Approval.

C) **ACTION REQUESTED/PURPOSE:**

Approve extending the MMG Worldwide contract by one month, changing the contract period from September 1, 2011 through September 30, 2014, with the option of renewal for two (2) one (1) year periods. (#20110734-VISITOR AND CONVENTION BUREAU)

FUNDING SOURCE:

Fund: Tourist Dev. Tax Trust; Program: VCB Visitor and Convention Bureau; Project: Promo Advertising & Expe.

WHAT ACTION ACCOMPLISHES:

Board approved the execution of an agreement with MMG Worldwide on June 14, 2011, in the amount of up to \$8,500,000. This will provide Lee County with a principal advisor and provider to the Visitor & Convention Bureau (VCB) for the following advertising services: Development of a strategic advertising plan; creative strategy, creation and production of all advertising; placement of advertising, regardless of type, at the lowest competitive rate; development and coordination of media plans; brand marketing; create and implement cooperative advertising programs; and develop promotions in order to stretch the reach of the advertising budget.

MANAGEMENT RECOMMENDATION:

Approve.

1. **COUNTY ADMINISTRATION (Continued)**

D) **ACTION REQUESTED/PURPOSE:**

Concur with the ranking of Consultants by the Competitive Negotiations Committee for CN-11-15 Financial Advisor in the following order of ranking, and authorize staff to negotiate hourly rates and other independent costs with the number one ranked firm: (1) Dunlap & Associates Inc. and (2) Public Financial Management, for a contract period of three (3) years.

Also, authorize Chair on behalf of the Board to execute the agreements upon final negotiations.

(#20110735-COUNTY MANAGER)

FUNDING SOURCE:

Fund: General Fund – Program: Non-Dept – Non-Departmental – Project: Financial Services.

WHAT ACTION ACCOMPLISHES:

Provides Lee County with an advisor that will advise the County on the most fiscally responsible process of conducting the sale of bonds by recommending competitive bidding, negotiation, or some other means. The Financial Advisor will not participate either directly or indirectly as underwriters in the sale of the bonds, nor have any financial interest, directly or indirectly in such sale, except as to compensation paid hereunder by the County.

MANAGEMENT RECOMMENDATION:

Approve.

E) **ACTION REQUESTED/PURPOSE:**

Approve budget amendment resolution to:

-- accept additional tourist development tax revenue in the amount of \$3,000,000.

-- amend FY 2010-11 Visitor & Convention Bureau (VCB) budget.

(#20110738-VISITOR AND CONVENTION BUREAU)

FUNDING SOURCE:

Tourist Development Tax Trust.

WHAT ACTION ACCOMPLISHES:

Adjusts revenue, reserves, stadium debt service and beach & shoreline fund budgets. This will provide a more accurate reflection of tourist tax revenue while adjusting the stadium debt service and beach & shoreline budgets and reserve balances.

MANAGEMENT RECOMMENDATION:

Approve.

F) **ACTION REQUESTED/PURPOSE:**

As required by AC 4-4, approve expenditure of \$114,468 for the purchase of EMS Helicopter Aircraft Hull and Liability Insurance coverage for FY 10/01/11 to 10/01/12. (#20110729-COUNTY MANAGER)

FUNDING SOURCE:

Public Safety-Emergency Response Insurance and Bonds.

WHAT ACTION ACCOMPLISHES:

Provides continuous coverage to the EMS helicopter for physical damage and provides financial risk transfer via aircraft hull and liability insurance.

MANAGEMENT RECOMMENDATION:

Approval.

2. **COMMUNITY DEVELOPMENT**

A) **ACTION REQUESTED/PURPOSE:**

Approve forgiving \$3,000,000 loan and all accrued FY 10-11 interest for Unincorporated MSTU Fund (15500) loan to MSBU Building Reserve Fund (15501) before one (1) year renewal expires 9/30/11. Also approve Budget Amendment Resolution and Request for Transfer of Funds in the amount of \$606,231 to accomplish this. (#20110733-COMMUNITY DEVELOPMENT)

FUNDING SOURCE:

Unincorporated Area MSTU (15500) is source of original loan.

WHAT ACTION ACCOMPLISHES:

The loan to the MSTU Building Reserve fund (15501) will be forgiven and removed from the financial statements.

MANAGEMENT RECOMMENDATION:

Approve.

3. **CONSTRUCTION AND DESIGN**

A) **ACTION REQUESTED/PURPOSE:**

a) Approve Change Order No. 4 under RFQ-09-02 New Boston Red Sox Training Facility (Site Development Package), to Manhattan Kraft Construction Co., Inc., in the deduct amount of \$332,520.00 to allow funds to be moved over to the Stadium Package GMP.

b) Approve Change Order No. 6 under RFQ-09-02 New Boston Red Sox Training Facility (Stadium Package), to Manhattan Kraft Construction Co., Inc. (a local Contractor), in the increase amount of \$332,520.00 to increase line items and Budget.

c) Authorize Chair to execute both Change No. 4 (Site Package) and Change Order No. 6 (Stadium Package) on behalf of the Board. (#20110713-CONSTRUCTION AND DESIGN)

FUNDING SOURCE:

Fund: Red Sox Stadium Capital Improvement Fund; Program: Capital Project; Project: Red Sox Stadium.

WHAT ACTION ACCOMPLISHES:

Change Order will allow to zero out the earthwork line item (Site Package) for fill, and increase Change Order No. 6 (Stadium Package) to increase 3 line items and the remaining to increase the Budget.

MANAGEMENT RECOMMENDATION:

Approve.

4. **COUNTY COMMISSIONERS**

5. **COUNTY LANDS**

6. **HUMAN SERVICES**

A) **ACTION REQUESTED/PURPOSE:**

Approve a FY10/11 budget amendment resolution allowing Lee County Department of Human Services to receive \$66,606 from FEMA Phase 29 Emergency Food and Shelter Program (EFSP). (#20110714-HUMAN SERVICES)

FUNDING SOURCE:

FEMA Phase 29 Emergency Food and Shelter Program.

WHAT ACTION ACCOMPLISHES:

Amends and increases the existing Departmental budget by \$66,606 in emergency assistance funding allowing DHS to serve approximately 200 households in economic crisis.

MANAGEMENT RECOMMENDATION:

Approve.

6. **HUMAN SERVICES (Continued)**

B) **ACTION REQUESTED/PURPOSE:**

(1) Accept a private \$5,000 cash donation to the Department of Human Services to be used to assist homeless families with children.

(2) Approve a FY10/11 budget amendment resolution. (#20110715-HUMAN SERVICES)

FUNDING SOURCE:

Individual donor that requests anonymity.

WHAT ACTION ACCOMPLISHES:

Provides \$5,000 to the Department of Human Services allowing the Family Self Sufficiency Program to meet unique needs of homeless families and children.

MANAGEMENT RECOMMENDATION:

Approve.

7. **INDEPENDENT**

A) **ACTION REQUESTED/PURPOSE:**

Authorize application to Florida Department of State, Division of Library Information Services for Fiscal Year 2011-2012 State Aid to Libraries Grant. State Statute requires application by October 1, 2011 to be considered eligible for Chapter 257 funds. (#20110732-LIBRARY)

FUNDING SOURCE:

No Lee County funding required.

WHAT ACTION ACCOMPLISHES:

Allow staff to recommend Lee County apply for 2011-2012 State Aid to Libraries Grant Funds.

MANAGEMENT RECOMMENDATION:

Recommends approval.

B) **ACTION REQUESTED/PURPOSE:**

Request authorization to advertise and set a Public Hearing on October 11, 2011 at 9:30 a.m., to amend the Taxicab & Livery Ordinance 11-07. (#20110740-PUBLIC RESOURCES)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Sets Public Hearing date of October 11, 2011 at 9:30 a.m. in order for the Board to formally adopt amending Ordinance 11-07 Taxicab & Livery.

MANAGEMENT RECOMMENDATION:

Approve.

8. **NATURAL RESOURCES/ SOLID WASTE**

A) **ACTION REQUESTED/PURPOSE:**

Approve listing of three (3) Mandatory Garbage Hardship Payment Deferral requests for Fiscal Year 2011/2012, October 1, 2011 through September 30, 2012. Approved listing of parcels will be submitted to the Property Appraiser for proper notation on the solid waste roll, and the Solid Waste Division will record a lien against the applicant's property. (#20110710-SOLID WASTE)

FUNDING SOURCE:

Not applicable.

WHAT ACTION ACCOMPLISHES:

Defers payment, and provides for the recording of liens under the Mandatory Garbage Hardship Deferral Program.

MANAGEMENT RECOMMENDATION:

Approve attached listing of Mandatory Garbage Hardship Payment Deferral requests for Fiscal Year 11-12.

9. **PARKS AND RECREATION**

10. **PUBLIC SAFETY**

A) **ACTION REQUESTED/PURPOSE:**

Approve amended Agreement between Lee Memorial Health System and Lee County Board of County Commissioners for Intra and Inter-facility transport services. (#20110717-PUBLIC SAFETY)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Establishes Lee County Emergency Medical Service (EMS) as the primary ambulance provider for Intra and Inter-facility transport services for Lee Memorial Health System.

MANAGEMENT RECOMMENDATION:

Approve.

11. **PUBLIC WORKS ADMINISTRATION**

12. **TRANSPORTATION**

A) **ACTION REQUESTED/PURPOSE:**

Request Board approval for the closing of the Midpoint Memorial Bridge on Veterans Day, November 11, each year for the next four (4) years, 2011 through 2014, for the Veterans Day foot race from approximately 5:00 p.m. until approximately 9:00 p.m., except on the year where Veterans Day falls on a weekend in which the race would be held on the Saturday, November 10, with the closure from 7 a.m. until 11 a.m. (2012). (#20110712-TRANSPORTATION)

FUNDING SOURCE:

Board approval is required to close the bridge.

WHAT ACTION ACCOMPLISHES:

Allows the citizens of Lee County to participate in the observance of Veterans Day through the 5K foot race across the bridge.

MANAGEMENT RECOMMENDATION:

Approve.

B) **ACTION REQUESTED/PURPOSE:**

1. Award B-11-30 LITTLE CARLOS PASS AND BIG HICKORY BRIDGES OVERLAY to the second lowest, responsible bidder meeting all bid requirements, CSJ of SWFL, Inc., (a local vendor), utilizing 3% Lee County Ordinance No. 08-26 Local Bidder Preference, in the not-to-exceed amount of \$135,787.46 with a project completion time of 90 calendar days.

2. Authorize Chair to execute contract on behalf of the Board upon receipt.

(#20110716-TRANSPORTATION)

FUNDING SOURCE:

Fund – Transportation Capital Improvement; Program – Major Maintenance; Project – Master Bridge.

WHAT ACTION ACCOMPLISHES:

Provides a contractor for the repair of concrete delamination for the bridge deck and overlay of Little Carlos Pass and Big Hickory Pass bridges.

MANAGEMENT RECOMMENDATION:

Approve.

13. **UTILITIES**

14. **COUNTY ATTORNEY**

15. **HEARING EXAMINER**

16. CONSTITUTIONAL OFFICERS

A) ACTION REQUESTED/PURPOSE:

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of September 5 through September 9, 2011: September 6, 2011 (Regular), September 7, 2011 (Tentative Budget). (#20110749-MINUTES)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Approval of the Board Minutes, pursuant to Florida Statute 286.011.

MANAGEMENT RECOMMENDATION:

Approve.

B) ACTION REQUESTED/PURPOSE:

Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's Website at WWW.LEECLERK.ORG by accessing the BOCC Minutes and Documents link. (#20110750-FINANCE)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Florida Statute Chapter 136.06 (1) requires that all County disbursements be recorded in the Minutes of the Board.

MANAGEMENT RECOMMENDATION:

Compliance with the requirements of FS 136.06 (1).

C) ACTION REQUESTED/PURPOSE:

Approve disbursement of excess funds resulting from the sale of tax deed certificates to a claimant verified and certified under Florida Statutes 197.582. (#20110752-DELINQUENT TAX)

FUNDING SOURCE:

Proceeds from a tax deed sale in excess of the taxes and/or liens owed are being held by the Board for disbursements in accord with Florida Statutes, Chapter 197.

WHAT ACTION ACCOMPLISHES:

Provides for disbursement of excess tax deed proceeds to an appropriate claimant in compliance with statutory rules and requirements.

MANAGEMENT RECOMMENDATION:

Approve disbursement to identified claimant.

17. PORT AUTHORITY AND OTHER GOVERNING BOARDS

ADMINISTRATIVE AGENDA

1. **COUNTY ADMINISTRATION**
2. **COMMUNITY DEVELOPMENT**
3. **CONSTRUCTION AND DESIGN**
4. **COUNTY COMMISSIONERS**
5. **COUNTY LANDS**
6. **HUMAN SERVICES**
7. **INDEPENDENT**
8. **NATURAL RESOURCES/ SOLID WASTE**
9. **PARKS AND RECREATION**
10. **PUBLIC SAFETY**
11. **PUBLIC WORKS ADMINISTRATION**
12. **TRANSPORTATION**
13. **UTILITIES**
14. **COUNTY ATTORNEY**

A) **ACTION REQUESTED/PURPOSE:**

Approve mediated settlement in Lee County v. Ritter, et al., Case No. 09CA-1721, Parcel 198, Burnt Store Road Project. (#20110719-COUNTY ATTORNEY)

FUNDING SOURCE:

Fund: toll surplus, land; Program: Capital Improvement Project; Project: Burnt Store Road Widening.

WHAT ACTION ACCOMPLISHES:

Settles all claims for condemnation of Parcel 198 except taxable costs.

MANAGEMENT RECOMMENDATION:

Approve.

15. **HEARING EXAMINER**
16. **CONSTITUTIONAL OFFICERS**
17. **PORT AUTHORITY AND OTHER GOVERNING BOARDS**

CARRY OVER AGENDA

1. ACTION REQUESTED/PURPOSE:

Approve extension of the following four (4) MSTBU Interfund loans from 9/30/2011 to 9/30/2012: Palmona Park loans #178, #188 and #189 (Fund 10228) for \$10,523 plus interest; and San Carlos loan #174 (Fund 10234) for \$26,821 plus accrued interest. (#20110651-PUBLIC RESOURCES)

FUNDING SOURCE:

Palmona Park Streetlighting district and San Carlos Park loans provided by MSTBU Restricted Fund (10400).

WHAT ACTION ACCOMPLISHES:

Provides extension of loans until collection of revenues to reimburse for services.

MANAGEMENT RECOMMENDATION:

Approve.

REASON FOR CARRYOVER:

This item was deferred for one week at the September 13, 2011 Board meeting.

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20110754

1. ACTION REQUESTED/PURPOSE:

Ceremonial presentation recognizing Reverend Israel Suarez's 33 years of service to the community.

2. FUNDING SOURCE:

3. WHAT ACTION ACCOMPLISHES:

4. MANAGEMENT RECOMMENDATION:

5. Departmental Category: CP1

6. Meeting Date: 9/20/2011

7. Agenda:

Ceremonial

8. Requirement/Purpose: (specify)

- ☐ Statute
☐ Ordinance
☐ Admin Code
☐ Other

9. Request Initiated

Commissioner: Ray Judah

Department: COUNTY COMMISSIONERS

Division:

By:

10. Background:

11. Required Review:

12. Commission Action:



LEE COUNTY

SOUTHWEST FLORIDA

The Board of County Commissioners

RESOLUTION

- WHEREAS:** The Nations Association Charities, Inc. is celebrating its 33rd year in service to Lee County residents; and
- WHEREAS:** The Association has continuously provided a host of social services to those in the greatest need in our area since 1978, including emergency food boxes, vouchers to enable clients to purchase perishable food, hundreds of traditional hot holiday meals on Thanksgiving and Christmas for the homeless and members of disadvantaged families; and
- WHEREAS:** The Association provides other programs and services including free furniture giveaways for victims of disasters or families in crisis, job readiness and placement services for the unemployed or underemployed, recreation activities for youths and many more services; and
- WHEREAS:** In 2010 alone, the Association served over 10,000 Lee County residents by providing them more than 86,000 units of service, bringing the total since 1978 to more than 1.4 million services provided to 213,120 residents; and
- WHEREAS:** The Association accomplishes all of this with a small staff by utilizing approximately 144 volunteers who donate some 7,000 hours annually; and
- WHEREAS:** In 1990, the Association was named the 276th Point of Light organization by President George Bush, an honor bestowed only on 1,000 organizations around the country; and
- WHEREAS:** The Association also received honorable mention in the "Congressional Record" twice, in 1990 and 2003; and
- WHEREAS:** The Association remains on the frontline, making a real difference in the lives of many Lee County families and individuals every single day.

NOW, THEREFORE, BE IT RESOLVED THAT THE Board of County Commissioners of Lee County, Florida does hereby proclaim September 20th, 2011 as:

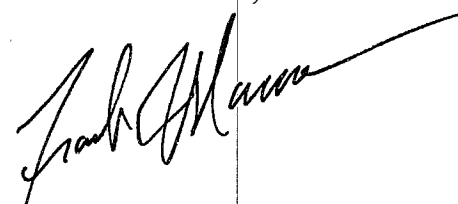
TASTE OF THE NATIONS DAY

in Lee County and encourages all Lee County residents to recognize and support the efforts of the Nations Association Charities, Inc.

Duly executed this 20th day of September, 2011.

**BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA**




Chairman

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20110727

1. ACTION REQUESTED/PURPOSE:

As required by AC 4-4, approve expenditure of \$4,081,167 for the purchase of Excess Property and Casualty Insurance coverage for FY 10/01/11 to 10/01/12.

2. FUNDING SOURCE:

Property & Liability Insurance and Bonds Fund.

3. WHAT ACTION ACCOMPLISHES:

Enables the Budget Services/Risk Management office to purchase necessary insurance in order to provide financial protection to the County against various unexpected property and casualty type losses.

4. MANAGEMENT RECOMMENDATION: Approval.

5. Departmental Category: C1A

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: *(specify)*

- ☐ Statute
☐ Ordinance
☒ Admin Code 4-4
☐ Other

9. Request Initiated

Commissioner:

Department: COUNTY MANAGER

Division: Risk Management

By: Peter Winton

10. Background:

On June 7, 2011, the Board approved Blue Sheet 20110447 authorizing the office of Risk Management to commence negotiations with the number one ranked firm, Brown & Brown Public Risk Insurance Agency, for insurance brokerage services.

Through extensive negotiations by the Risk Management office and broker Brown & Brown Public Risk Insurance Agency, we were able to secure insurance for FY 11-12. The expenditure of \$4,081,167 is necessary in order to purchase/bind excess property and casualty insurance before the renewal date of October 1, 2011.

Upon approval of the FY 11-12 budget, funding will be available in: GC5133857700.504520

11. Required Review:

<i>Peter Winton</i>	<i>Robert Franceschini</i>	<i>Anne Henkel</i>	<i>Mike Figueroa</i>	<i>David Harris</i>	<i>Andrea Fraser</i>
COUNTY MANAGER	Purchasing	Budget Analyst	Risk	Budget Services	County Attorney
<i>Peter Winton</i>					
County Manager					

12. Commission Action:

EXECUTIVE SUMMARY
2011-2012 INSURANCE RENEWAL

Brown & Brown PRIA, in conjunction with the efforts of Lee BOCC staff, have worked through a challenging insurance renewal process this year. Overall premiums indicated herein, have increased slightly from FYE 2010 premiums, primarily due to changes in the property insurance/reinsurance marketplace. For all programs placed effective 10/1/11, we were able to keep the premium increase minimized to 6.95% or ~\$330,000.

MARKET CONDITIONS:

Modeling Software - Over Eighty percent of all the property reinsurers utilize a loss prediction or “modeling” software. In 2011 a new version which claims to more accurately predict probable losses for portfolios and individual entities was released. One of the key changes involves increased loss probability for areas that could be impacted by storm surge. Lee County is susceptible to storm surge. Overall increased cost of risk in the entire US models to approximately 50% higher in the new 2011 RMS Version 11.0. This model is used by the majority of insurers to formulate premiums and capacity, or limits they are able to offer on an individual risk.

SIGNIFICANT POLICY MARKETING RESULTS: *(A complete summary of Marketing Results has been provided and should be consulted for further detail.)*

- **Property** – In order to minimize the premium increases this year, it was necessary for us to totally restructure the program. Lexington Insurance Company (parent Chartis fka AIG companies) had been the primary support of Lee County’s property program for over 10 years. This year, they quoted a 49% increase on the primary \$15,000,000 of limits for the County. We are presenting a quota shared options with several new insurers for FY 11-12. There are a few coverage changes which are outlined in the Property section of the proposal, but we were able to keep the increase to 6.85%.
- **Bridges** - Due to the RMS Version 11.0 update, Allianz initially indicated significant premium increases. We again marketed aggressively with very little interest in the marketplace. We are proposing Allianz for the renewal coverages. We have conducted a process with Allianz for different structure, limit, etc. to effect the least amount of impact on the premium. In an attempt to quote a minimal premium increase, Allianz was able to significantly decrease the Toll Bridges premium (Enterprise Fund) to offset significant increases in the Miscellaneous Bridge schedule. The overall effect when comparing both policies together is an increase of \$145,000, or under 10%.

ACE indicated a premium of over \$600,000 more than the Allianz renewal offer for both policies.

- **EMS Rotorcraft Aviation** – Due to the 8/17/2009 total loss paid (\$5,475,000) for the Eurocopter, no alternative insurers were interested in providing competitive quotes. The incumbent, Global Aerospace provided a flat renewal and has maintained relatively little increase in premium since the incident.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

Insurance Market Summary 10/1/2011-2012

EXCESS LIABILITY - Excess Auto, General, Public Officials/EPLI, Workers Compensation

Star Insurance Company/Meadowbrook (Incumbent) QUOTED FLAT RENEWAL

*An updated Workers Compensation form will apply to the renewal, having virtually no impact on the coverage. A specimen has been provided herein.

**We have approached the marketplace each year without receiving any competitive quotes. The Incumbent, Star, advised that there would be no increases for 2011-12. Therefore, we did not perform a full marketing this year.*

AVIATION - EMS

Global Aerospace (Incumbent)

QUOTED FLAT RENEWAL

ACE USA

Declined to Quote

Phoenix Aviation Managers, Inc./Old Republic

Declined to Quote

US Aviation/USAIG

Declined to Quote

W. Brown/Catlin Insurance Company

Declined to Quote

**Global Aerospace's settlement of \$5,475,000 for a total loss for the 1989 Eurocopter incident on 8/17/09 has continued to negatively affect the aviation marketplace's appetite for the risk exposure. However, the incumbent Global Aerospace has provided a virtually flat renewal. The only increase Global Aerospace effected following the incident was a 12.5% increase on the Bell Rotorcraft premiums for 10/1/2009-10 which cost the County less than \$5,000 in additional premium in 2009. The premiums have been flat and competitive since that time.*

CRIME

Zurich/Fidelity & Deposit (Incumbent)

QUOTED FLAT RENEWAL

**This coverage is expiring from a three year policy effective 10/1/2008-11. However, the renewal Premium received was flat with no increase so no marketing was performed this year. There are Certain coverage considerations in changing carriers for this type of policy.*

BOILER & MACHINERY/BREAKDOWN

Travelers (Incumbent)

QUOTED FLAT RENEWAL

**Premium received was flat with no increase so no marketing was performed this year. The administration of Jurisdictional Inspections is a consideration in moving this coverage to a different carrier.*

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

TOLL BRIDGES

Allianz (Incumbent - Peachtree/admitted)	Quoted Decrease in Premium
ACE (Direct)	Indication 50% Increase in Expiring
Axis - Indicated interest in 10M primary	Premium \$1,590,908
Liberty- Interest in minor share of primary only	Failed wind modeling scenario
Lexington-Indicated interest in 10M primary	Declined
Ironshore- Reviewed for Partial Primary	Declined
Lloyd's- Pricing not of interest	Declined
	Pricing not competitive

MISCELLANEOUS BRIDGES

Allianz (Incumbent - Peachtree/admitted)	Quoted
ACE (Direct - Incumbent)	Indication 50% Increase in Expiring
Axis - Indicated interest in 10M primary	Premium \$681,752
Liberty- Interest in minor share of primary only	Failed wind modeling scenario
Lexington-Indicated interest in 10M primary	Declined
Ironshore- Reviewed for Partial Primary	Declined
Lloyd's- Pricing not of interest	Declined
	Pricing not competitive

**No specific new carrier that could provide full limit needed nor reach the expiring price line.*

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

PROPERTY

ACE Westchester	Quoted 33.333% primary 15
Admiral	Declined- due to size and location
Allianz AGCS	Declined- wanted bridges only
Alterra (Max Specialty)	Quoted 15% 35xs15
AmRisc/ACIC	Decline- exposure & manuscript form
Arch	Quoted 10% of primary 50MM
Aspen Specialty	Quoted 5% 50MM primary
AWAC U.S	Quoted up to 50% 10xs15
AXIS Specialty	Declined- due to wind modeling
Beazley/First State	Decline
CNA	Declined- wind
Chubb Custom (\$25M+)	Declined- not competitive due to modeling
Colony Insurance	Quoted 5po25xs25
DSG/United National	Decline- due to modeling
Everest Re Group	Decline due to modeling
General Star	Decline due to modeling
Glencairn	Quoted participation in 15MM primary
Global Excess Partners	Tier 1 exclusion in Florida- declined
Great American	Non-cat only
Hiscox	Declined due to pricing
IRI (Industrial Risk)	Declined due to pricing
Ironshore	Declined- account priced too low in all layers Wind model too expensive. Premium necessary is over twice our targets. Declined
James River Specialty	Quoted 15MM primary (100%) with 49% increase
Lexington/Chartis	Quoted 20% primary 15MM
Liberty E&S	Declined: price needed was twice the target
Markel	Declined due to modeling
Rockhill	Quoted 25xs25 layer and 50xs50 layer
RSUI/Landmark	Declined- muni business not a target, and too large
Scottsdale Insurance	Decline due to no engineering reports available
Sompo	Quoted participation of primary 15MM
Zurich E&S	

LEE COUNTY BOCC
INSURANCE RENEWAL SUMMARY
As of September 2, 2011

All Policies	2010-11 PREMIUMS	2011-12 PREMIUMS	PREMIUMS PAID BY
Excess Liability - Includes GL, AL, WC	\$ 575,700	\$ 577,410	Self-insured Fund
Property	\$ 2,382,274	\$ 2,545,406	Self-insured Fund
Misc. Bridges & Piers	\$ 454,501	\$ 756,250	Self-insured Fund
ENTERPRISE FUND (Toll Bridges paid by DOT)	\$ 1,060,605	\$ 876,245	Enterprise Fund
Boiler & Machinery	\$ 23,036	\$ 23,036	Self-insured Fund
Crime	\$ 19,857	\$ 19,743	Self-insured Fund
AD&D Summer/Winter Youth Program	\$ 4,935	\$ 4,935	Parks and Rec.
AD&D for EMS Pilots (Paid by Public Safety)	\$ 3,917	\$ 3,917	Public Safety
Tank Pollution	\$ 16,609	\$ 18,000	Self-insured Fund
FPL 2006 Interconnection Agreement	\$ 155,000	\$ 142,998	Solid Waste
Elected Official Bonds - (none due until FY 10-11)	\$ 2,101	\$ -	Self-insured Fund
NFIP Flood	\$ 127,537	\$ 141,322	Self-insured Fund
EMS Rotorcraft Aviation	\$ 114,586	\$ 114,468	Public Safety
TOTAL PREMIUMS ALL COVERAGE	\$ 4,940,658	\$ 5,223,730	REDUCTION/INCREASE 5.73%

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20110728

1. ACTION REQUESTED/PURPOSE:

As required by AC 4-4, approve expenditure of \$876,245 for the purchase of insurance coverage for the County's Toll Bridges for FY 10/01/11 to 10/01/12.

2. FUNDING SOURCE:

Toll Facilities – Cape Coral Operations Insurance and Bonds
Toll Facilities – Midpoint Operations Insurance and Bonds
Toll Facilities – Sanibel Operations Insurance and Bonds

3. WHAT ACTION ACCOMPLISHES:

Enables the Budget Services/Risk Management office to purchase necessary insurance in order to provide financial risk transfer to protect the County's assets against various unexpected property and casualty type losses.

4. MANAGEMENT RECOMMENDATION: Approval.

5. Departmental Category: C1B

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☐ Statute
☐ Ordinance
☒ Admin Code 4-4
☐ Other

9. Request Initiated

Commissioner:

Department: COUNTY MANAGER

Division: Risk Management

By: Peter Winton

10. Background:

On June 7, 2011, the Board approved Blue Sheet 20110447 authorizing the office of Risk Management to commence negotiations with the number one ranked firm, Brown & Brown Public Risk Insurance Agency, for insurance brokerage services.

Through negotiations by the Risk Management office and broker Brown & Brown Public Risk Insurance Agency, we were able to secure insurance for the FY 11-12. The expenditure of \$876,245 is necessary in order to purchase/bind insurance before the renewal date of October 1, 2011.

Upon approval of the FY 11-12 budget, funding will be available in:

PE5414742101.504520 – 40%

PE5414742102.504520 – 20%

PE5414742103.504520 – 40%

11. Required Review:

<i>Peter Winton</i>	<i>Robert Franceschini</i>	<i>Anne Henkel</i>	<i>Mike Figueroa</i>	<i>David Harris</i>	<i>Andrea Fraser</i>
COUNTY MANAGER	Purchasing	Budget Analyst	Risk	Budget Services	County Attorney
<i>Peter Winton</i>					
County Manager					

12. Commission Action:

EXECUTIVE SUMMARY
2011-2012 INSURANCE RENEWAL

Brown & Brown PRIA, in conjunction with the efforts of Lee BOCC staff, have worked through a challenging insurance renewal process this year. Overall premiums indicated herein, have increased slightly from FYE 2010 premiums, primarily due to changes in the property insurance/reinsurance marketplace. For all programs placed effective 10/1/11, we were able to keep the premium increase minimized to 6.95% or ~\$330,000.

MARKET CONDITIONS:

Modeling Software - Over Eighty percent of all the property reinsurers utilize a loss prediction or “modeling” software. In 2011 a new version which claims to more accurately predict probable losses for portfolios and individual entities was released. One of the key changes involves increased loss probability for areas that could be impacted by storm surge. Lee County is susceptible to storm surge. Overall increased cost of risk in the entire US models to approximately 50% higher in the new 2011 RMS Version 11.0. This model is used by the majority of insurers to formulate premiums and capacity, or limits they are able to offer on an individual risk.

SIGNIFICANT POLICY MARKETING RESULTS: *(A complete summary of Marketing Results has been provided and should be consulted for further detail.)*

- **Property** – In order to minimize the premium increases this year, it was necessary for us to totally restructure the program. Lexington Insurance Company (parent Chartis fka AIG companies) had been the primary support of Lee County’s property program for over 10 years. This year, they quoted a 49% increase on the primary \$15,000,000 of limits for the County. We are presenting a quota shared options with several new insurers for FY 11-12. There are a few coverage changes which are outlined in the Property section of the proposal, but we were able to keep the increase to 6.85%.
- **Bridges** - Due to the RMS Version 11.0 update, Allianz initially indicated significant premium increases. We again marketed aggressively with very little interest in the marketplace. We are proposing Allianz for the renewal coverages. We have conducted a process with Allianz for different structure, limit, etc. to effect the least amount of impact on the premium. In an attempt to quote a minimal premium increase, Allianz was able to significantly decrease the Toll Bridges premium (Enterprise Fund) to offset significant increases in the Miscellaneous Bridge schedule. The overall effect when comparing both policies together is an increase of \$145,000, or under 10%.

ACE indicated a premium of over \$600,000 more than the Allianz renewal offer for both policies.

- **EMS Rotorcraft Aviation** – Due to the 8/17/2009 total loss paid (\$5,475,000) for the Eurocopter, no alternative insurers were interested in providing competitive quotes. The incumbent, Global Aerospace provided a flat renewal and has maintained relatively little increase in premium since the incident.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

Insurance Market Summary 10/1/2011-2012

EXCESS LIABILITY - Excess Auto, General, Public Officials/EPLI, Workers Compensation

Star Insurance Company/Meadowbrook (Incumbent) QUOTED FLAT RENEWAL

*An updated Workers Compensation form will apply to the renewal, having virtually no impact on the coverage. A specimen has been provided herein.

**We have approached the marketplace each year without receiving any competitive quotes. The Incumbent, Star, advised that there would be no increases for 2011-12. Therefore, we did not perform a full marketing this year.*

AVIATION - EMS

Global Aerospace (Incumbent)

QUOTED FLAT RENEWAL

ACE USA

Declined to Quote

Phoenix Aviation Managers, Inc./Old Republic

Declined to Quote

US Aviation/USAIG

Declined to Quote

W. Brown/Catlin Insurance Company

Declined to Quote

**Global Aerospace's settlement of \$5,475,000 for a total loss for the 1989 Eurocopter incident on 8/17/09 has continued to negatively affect the aviation marketplace's appetite for the risk exposure. However, the incumbent Global Aerospace has provided a virtually flat renewal. The only increase Global Aerospace effected following the incident was a 12.5% increase on the Bell Rotorcraft premiums for 10/1/2009-10 which cost the County less than \$5,000 in additional premium in 2009. The premiums have been flat and competitive since that time.*

CRIME

Zurich/Fidelity & Deposit (Incumbent)

QUOTED FLAT RENEWAL

**This coverage is expiring from a three year policy effective 10/1/2008-11. However, the renewal Premium received was flat with no increase so no marketing was performed this year. There are Certain coverage considerations in changing carriers for this type of policy.*

BOILER & MACHINERY/BREAKDOWN

Travelers (Incumbent)

QUOTED FLAT RENEWAL

**Premium received was flat with no increase so no marketing was performed this year. The administration of Jurisdictional Inspections is a consideration in moving this coverage to a different carrier.*

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

TOLL BRIDGES

Allianz (Incumbent - Peachtree/admitted)	Quoted Decrease in Premium
ACE (Direct)	Indication 50% Increase in Expiring
Axis - Indicated interest in 10M primary	Premium \$1,590,908
Liberty- Interest in minor share of primary only	Failed wind modeling scenario
Lexington-Indicated interest in 10M primary	Declined
Ironshore- Reviewed for Partial Primary	Declined
Lloyd's- Pricing not of interest	Declined
	Pricing not competitive

MISCELLANEOUS BRIDGES

Allianz (Incumbent - Peachtree/admitted)	Quoted
ACE (Direct - Incumbent)	Indication 50% Increase in Expiring
Axis - Indicated interest in 10M primary	Premium \$681,752
Liberty- Interest in minor share of primary only	Failed wind modeling scenario
Lexington-Indicated interest in 10M primary	Declined
Ironshore- Reviewed for Partial Primary	Declined
Lloyd's- Pricing not of interest	Declined
	Pricing not competitive

**No specific new carrier that could provide full limit needed nor reach the expiring price line.*

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

PROPERTY

ACE Westchester	Quoted 33.333% primary 15
Admiral	Declined- due to size and location
Allianz AGCS	Declined- wanted bridges only
Alterra (Max Specialty)	Quoted 15% 35xs15
AmRisc/ACIC	Decline- exposure & manuscript form
Arch	Quoted 10% of primary 50MM
Aspen Specialty	Quoted 5% 50MM primary
AWAC U.S	Quoted up to 50% 10xs15
AXIS Specialty	Declined- due to wind modeling
Beazley/First State	Decline
CNA	Declined- wind
Chubb Custom (\$25M+)	Declined- not competitive due to modeling
Colony Insurance	Quoted 5po25xs25
DSG/United National	Decline- due to modeling
Everest Re Group	Decline due to modeling
General Star	Decline due to modeling
Glencairn	Quoted participation in 15MM primary
Global Excess Partners	Tier 1 exclusion in Florida- declined
Great American	Non-cat only
Hiscox	Declined due to pricing
IRI (Industrial Risk)	Declined due to pricing
Ironshore	Declined- account priced too low in all layers Wind model too expensive. Premium necessary is over twice our targets. Declined
James River Specialty	Quoted 15MM primary (100%) with 49% increase
Lexington/Chartis	Quoted 20% primary 15MM
Liberty E&S	Declined: price needed was twice the target
Markel	Declined due to modeling
Rockhill	Quoted 25xs25 layer and 50xs50 layer
RSUI/Landmark	Declined- muni business not a target, and too large
Scottsdale Insurance	Decline due to no engineering reports available
Sompo	Quoted participation of primary 15MM
Zurich E&S	

LEE COUNTY BOCC
INSURANCE RENEWAL SUMMARY
As of September 2, 2011

All Policies	2010-11 PREMIUMS	2011-12 PREMIUMS	PREMIUMS PAID BY
Excess Liability - Includes GL, AL, WC	\$ 575,700	\$ 577,410	Self-insured Fund
Property	\$ 2,382,274	\$ 2,545,406	Self-insured Fund
Misc. Bridges & Piers	\$ 454,501	\$ 756,250	Self-insured Fund
ENTERPRISE FUND (Toll Bridges paid by DOT)	\$ 1,060,605	\$ 876,245	Enterprise Fund
Boiler & Machinery	\$ 23,036	\$ 23,036	Self-insured Fund
Crime	\$ 19,857	\$ 19,743	Self-insured Fund
AD&D Summer/Winter Youth Program	\$ 4,935	\$ 4,935	Parks and Rec.
AD&D for EMS Pilots (Paid by Public Safety)	\$ 3,917	\$ 3,917	Public Safety
Tank Pollution	\$ 16,609	\$ 18,000	Self-insured Fund
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NFIP Flood	\$ 127,537	\$ 141,322	Self-insured Fund
EMS Rotorcraft Aviation	\$ 114,586	\$ 114,468	Public Safety
TOTAL PREMIUMS ALL COVERAGE	\$ 4,940,658	\$ 5,223,730	REDUCTION/INCREASE 5.73%

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20110734

1. ACTION REQUESTED/PURPOSE:

Approve extending the MMG Worldwide contract by one month, changing the contract period from September 1, 2011 through September 30, 2014, with the option of renewal for two (2) one (1) year periods. (#20110734-VISITOR AND CONVENTION BUREAU)

2. FUNDING SOURCE:

Fund: Tourist Dev. Tax Trust; Program: VCB Visitor and Convention Bureau; Project: Promo Advertising & Expe.

3. WHAT ACTION ACCOMPLISHES:

Board approved the execution of an agreement with MMG Worldwide on June 14, 2011, in the amount of up to \$8,500,000. This will provide Lee County with a principal advisor and provider to the Visitor & Convention Bureau (VCB) for the following advertising services: Development of a strategic advertising plan; creative strategy, creation and production of all advertising; placement of advertising, regardless of type, at the lowest competitive rate; development and coordination of media plans; brand marketing; create and implement cooperative advertising programs; and develop promotions in order to stretch the reach of the advertising budget.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: C1C

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☐ Statute
☐ Ordinance
☒ Admin Code AC-4-4
☐ Other

**9. Request Initiated
Commissioner:**

Department: VISITOR AND CONVENTION BUREAU

Division: No Divisions

By: Tamara Pigott

10. Background:

On June 14, 2011 the Board approved the ranking of consultants for RFP-11-01 TOURISM ADVERTISING, PROGRAM PLANNING, CREATION AND IMPLEMENTATION, in the following order of ranking and authorize contract negotiations to commence with the number one ranked firm: (1) MMG Worldwide and (2) BVK.

The Board also approved the execution of an agreement for an amount up to \$8,500,000.00, with a contract period of October 1, 2011 through September 30, 2012 with the option of renewal for two (2) one (1) year periods.

Negotiations were successful with the number one ranked firm MMG Worldwide. During negotiations it was determined that an additional 30 days would be needed to allow for a smooth and seamless transition between BVK (current provider) and MMG (awarded provider). We are therefore requesting the contract term begin effective September 1, 2011 rather than the original term of October 2, 2011.

Funds are available from the Tourist Development Tax Fund HB5520317400.504810.

Attachment: 1. DRAFT Service Provider w/MMG

11. Required Review:

<i>Tamara Pigott</i>	<i>Cindy Logan</i>	<i>Thelma Davis</i>	<i>David Harris</i>	<i>Andrea Fraser</i>	<i>Karen Hawes</i>
VISITOR AND CONVENTION BUREAU	Purchasing	Budget Analyst	Budget Services	County Attorney	County Manager

12. Commission Action:

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this ____ day of _____, 2011, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and MMG WORLDWIDE hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the TOURISM ADVERTISING services of said PROVIDER as further described herein referred to as RFP 11-01 TOURISM ADVERTISING, PROGRAM PLANNING, CREATION AND IMPLEMENTATION, and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated 20 , entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

- (1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

- (2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated _____ 2011, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may

consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated _____, 2011, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater
- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall

- be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
- (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage.
 - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
 - (E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.
- (5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:

- (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000 for each accident, whichever limit is greater.
- (B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

- (A) Minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$100,000 per person and \$300,000 per

accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.

- (B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY

Coverage shall include the following:

- (A) A minimum aggregate limit of \$
- (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as

the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Visitor & Convention Bureau

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

MMG Worldwide
4601 Madison Avenue
Kansas City, Missouri 64112
Phone/Fax: 816-472-5988 / 816-471-5395
Attention: Clayton Reid

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving sixty (60) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it

disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
COMMISSIONERS
Charlie Green, Clerk

BOARD OF COUNTY

BY: _____

BY: _____
Chair

DATE:

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:

(CONSULTANT)

(Witness)

BY: _____
(Authorized Signature)

(Witness)

(Title)

Date:

SCOPE OF SERVICES

For Tourism Advertising, Program Planning, Creation and Implementation for the period September 1, 2011-September 30, 2014.

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The PROVIDER shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

The scope of the services to be provided under the direction of the executive director of the Lee County Visitor & Convention Bureau shall include, but may not be necessarily limited to the following: research, create and implement destination branding, development and implementation of an integrated marketing communications program including strategic planning; setting goals, objectives, strategies, budgets and measurements; identifying consumer landscape and defining domestic and international leisure and travel trade audiences; developing a comprehensive suite of effective and engaging communications messages and materials and delivering those messages with media precision that drives inquiries and web site traffic and aids in influencing a decision to vacation in Lee County or helps facilitate the vacation planning process; developing budget enhancing partnership marketing programs.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the PROVIDER shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

Task 1.01 Program Management and Review

Provider will regularly review the overall composition of the advertising and sales promotional efforts and suggest program additions and/or modifications that will enhance program performance. Any changes in the advertising program resulting from these reviews must be implemented within the limits of the budget, compensations, and schedule established in the Agreement. Provider will meet with County on a regular basis and attend meetings or industry functions deemed appropriate by the County. County shall have the right of approval of all work done by the Provider and the Provider will make revisions subject to County recommendations in this Task.

Task 1.01A Market Situational Analysis

Provider will examine all circumstances that will affect tourism to Lee County in 2011-2014 as they relate to past and present conditions of tourism to Lee County. This task shall include but is not restricted to, trends in growth, tax collections, deplanements and significant political, environmental, legal and financial variables. Provider will also study the relative performance of the past and present advertising campaigns with respect to a list of competitive destinations, developed and mutually accepted by the County and Provider. This information will be used as a base for development of Tasks 1.01 B-J, 1.02, 1.03, 1.04, 1.05 A-D and 1.06.

Task 1.01B Determine Target Markets

To be based on statistical information provided in monthly reports as provided by the County's research contractor. The Provider will define target markets with respect to geographic, demographic, and lifestyle variables domestically and internationally.

Task 1.01C Determine Program Performance Goals

Provider will define the performance goals for the overall advertising and promotions program, including the forecasting of consumer, trade inquiries, and website traffic. The County shall have the right of approval of all work done by the Provider and Provider will make revisions subject to County recommendations of this Task.

Task 1.01D Determine Advertising Strategy

Provider will develop and recommend a specific consumer and trade advertising strategy with reference to the market situation analysis and target market(s). This shall include a creative strategy that will specify how advertising should be developed and a media strategy which will deliver the County's message to the target market(s) in the most efficient and effective manner. County shall have the right of approval of all work done by the Provider and Provider will make revisions subject to County recommendations by Task.

Task 1.01E Development and Management of Media Plan

Provider will draft and submit a recommended media (advertising) plan and schedule incorporating the optimum media mix against the target markets. Provider will develop and submit the recommended plan covering the period October 1, 2011 through September 30, 2012. The media plan will be developed on an annual basis for the following subsequent fiscal years: October 1, 2012 through September 30, 2013 and October 1, 2013 through September 30, 2014. County shall have the right of approval of all work done by the Provider and Provider will make revisions subject to County recommendations. Provider will review the performance of the advertising placed in the approved media plan on a monthly basis including the analysis of inquiries on a current – month, year-to-date and to the approved media plan that may be deemed appropriate because of the changes in the market situation, competitive position or lack of effectiveness by ads. Upon approval by the County, Provider will implement changes deemed necessary to the advertising program. All professional services of the Provider provided in the execution of this Task are covered under the retainer fee.

Task 1.01F Development and Management of Program Budget

Provider will draft and submit a recommended annual program budget including advertising space/time, ad production, collateral, and support promotional elements covering the following periods: September 1, 2011 through September 30, 2012, October 1, 2012 through September 30, 2013, and October 1, 2013 through September 30, 2014. County shall have the right of approval of all work done by the Provider and Provider will make revisions subject to County recommendations of this Task. The program budget will be developed each year, subject to County's tourism marketing budget allocation.

Task 1.01G Creative Concepting, Production Supervision and Traffic

As appropriate, Provider will develop and submit several alternative creative concepts based on a comprehensive creative work plan approved by the client. The creative time incurred to develop the concepts is covered under the monthly retainer fee. County shall have the right of approval of all work done by the Provider and Provider will make revisions subject to County recommendations in this task. Upon approval of one of the concepts, the selected creative will be further developed through final execution and all Provider staff time will be covered under the monthly retainer fee. The professional services required to get competitive outsider bids, provide a cost estimate on the job and to oversee the outside suppliers involved in finalizing the ad is also covered under the retainer fee.

Task 1.01H Development of Co-operative Advertising Program

The Provider will develop, in cooperation with County, budget enhancing partnerships. Provider will concept, develop and implement all national and international co-operative advertising programs under this Task. Provider will concept and develop an annual local market co-operative advertising program under this Task and all professional services of the Provider involved in this program development are covered under the retainer fee.

Task 1.01I Database and Fulfillment Management

The Provider will oversee the development of the County's database from all consumer leads generated (phone, mail, electronic.) Provider will produce various reports including the fulfillment inquiry report, Tourism Development Council (TDC) fulfillment inquiry report, fulfillment mailing report and other specialized reports that may be needed to facilitate the fulfillment and tracking process. Provider will act as liaison between the call center, fulfillment house, County and Provider.

Task 1.01J Research Analysis and Recommendations

Using the research provided by the County's Research Company of Record, Provider will analyze the data and make recommendations necessary to complete the tasks outlined in 1.01A-H.

Task 1.02 Public Relations and Promotions Program Management

The Provider, working with County staff, will develop and assist in implementation of a communications plan and strategy. The Provider will secure awareness building opportunities for the County through programs such as contests, promotions, or special events, etc. As part of leveraged media negotiations, the Provider will handle the implementation of these programs to maximize exposure. All Provider staff time will be covered under the monthly retainer fee, while costs associated with these contests, promotions, or special events, etc., will be billed to this Task at actual net cost with proper documentation. International PR support and use of international affiliates will be billed outside of retainer fee to Task as approved by County.

Task 1.03 Creative Production

The Provider will arrange, and coordinate, and supervise, and where applicable, perform the production of all required collateral materials which shall include but may not be restricted to the preparation of layouts, copywriting, , photography/illustrations, , to the stage of the finished product. . County shall have the right of approval of all work done by the Provider and Provider will make revisions subject to County recommendations of this Task. Compensation for Provider staff services required to complete this Task will be covered under the monthly retainer, while other costs associated with collateral production (photography, videography, copying, printing, etc.), will be billed to this Task at actual net cost with proper documentation.

Task 1.04 Media Plan Implementation

Provider will arrange, and coordinate, and supervise, and implement the purchase of advertising media per the plan, including the issuance of purchase Authorizations for County approval, media orders and submission to County of tear sheets and/or affidavits for proof of performance by the media outlet. All media will be billed to this task as actual net cost with proper documentation provided to the County.

Task 1.05 Interactive Services Program Management

The Provider will guide development and implementation of the County's web sites and integrated internet and digital marketing plan.

Task 1.05A Website

Provider is responsible for overseeing the structure and architecture of the sites, and maximizing and enhancing the performance of the sites. Upon approval of scope of work to be performed by Provider, all staff time will be at the agency's standard hourly rates outlined in Exhibit S/COA-B-title "Compensation and Method of Payment".

Task 1.05B Search Marketing

Provider is responsible for the development and execution of the County's search marketing plan designed to improve volume and quality of traffic to the website including organic optimization, reciprocal link alliances and paid placement. Upon approval of scope of work to be performed by Provider, all staff time will be at the agency's standard hourly rates outlined in Exhibit S/COA-B-title "Compensation and Method of Payment"; all other costs associated with this plan will be billed to this Task number with proper documentation provided to the County.

Task 1.05C Social Media

Provider will provide strategic input and oversight of the County's social media program. All Provider staff time will be covered under the monthly retainer fee, while costs associated with the execution of the program and monitoring of social activity will be billed to this Task at costs approved by County.

Task 1.05D Electronic Client Relationship Management (eCRM)

Provider will manage the deployment, database management and coordination for email campaigns, with a focus on segmentation and optimization. Provider staff services required to complete creative and strategy tasks are covered under the monthly retainer fee; all costs related deployment of eCRM to include license/platform expenses, development of emails and email sends as approved by the County will be billed to this Task number with proper documentation provided to the County.

Task 1.06 Measurement

Provider will develop a customized mechanism to measure the performance of the advertising. Monthly results and analysis reports will be provided to the County. All costs associated with the measurement model will be billed to this Task.

Task 1.07 Shipments of Material, Travel and Miscellaneous Expenses

Provider will coordinate and supervise shipment of all advertising and collateral materials, whether conceptual or in a produced format, via a licensed, bonded common freight carrier/courier. All billable miscellaneous expenses include items such as copies and travel incurred on County behalf will be billed to this Task. All costs will be billed to this Task at actual net cost or per the rates outlined in Exhibit B, Attachment 2, with proper documentation provided to the County.

Task 1.08 Special Projects

Upon direction from the County, Provider may be called upon to assist with special projects that enhance the County's marketing effort. All Provider staff time for these projects will be covered under the monthly retainer fee, while any costs associated with the execution of said projects will be billed to this Task at actual net cost or per the rates outlined in Exhibit B, Attachment 2, with proper documentation provided to the County.

Date:

COMPENSATION AND METHOD OF PAYMENTFor Tourism Advertising, Program Creation and Implementation for the period September 1, 2011-
Septemeber 30, 2014Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the PROVIDER for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the PROVIDER should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1.01	Program Management & Review A. Market Situation Analysis B. Determine Target Markets C. Determine Program Performance Goals D. Determine Advertising Strategy E. Development & Management of Media Plan F. Development & Management of Program Budget G. Creative Concepting, Production Supervision and Traffic H. Development of Co-Op Advertising Programs I. Database and Fulfillment Management J. Research Analysis & Recommendations			
1.021.03	Public Relations & Promotions			
1.04	Creative Production			
1.05	Media Plan Implementation			
	Interactive Services Program Management A. Website B. Search Marketing C. Social Media D. eCRM			
1.06				
1.07	Measurement			
1.08	Shipping, Travel, & Misc. Expenses			
	Special Projects			
TOTAL		\$8,500,000.00	Per year/ annual	

(Unless list is continued on next page)

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Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the PROVIDER for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the PROVIDER for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated _____, entitled "PROVIDER'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the PROVIDER'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the PROVIDER shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated _____, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date:

PROVIDER'S PERSONNEL HOURLY RATE SCHEDULE ***

For Tourism Advertising, Program Creation and Implementation for the period September 1, 2011-
Septemeber 30, 2014

PROVIDER OR SUB-CONSULTANT NAME: MMG
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
<u>Professional Services</u>			
Managing Officer	\$250.00		
VP/Data Strategy	\$250.00		
Account Director	\$150.00		
Senior Account Executive	\$ 90.00		
Account Executive	\$ 90.00		
Assistant Account Executive	\$ 90.00		
Accounting	\$ 90.00		
<u>Creative Services</u>			
SVP/Chief Creative Officer	\$250.00		
Creative Director	\$150.00		
Art Director	\$150.00		
Copy Writer	\$150.00		
<u>Production</u>			
VP/Production Services	\$ 90.00		
Production Supervisor	\$ 90.00		
Production Artist	\$ 90.00		
<u>Media</u>			
VP/Media & Research	\$250.00		
Digital Media Director	\$250.00		
Intermediary Planning Director	\$250.00		
Media Supervisor	\$ 90.00		
Broadcast Supervisor	\$ 90.00		
Digital Marketing Supervisor	\$ 90.00		
Digital Marketing Planner	\$ 75.00		
<u>Web/Interactive Services</u>			
VP/Interactive	\$250.00		
Mobile Product Development Director	\$250.00		
Search Director	\$250.00		
Web Developer	\$200.00		
Web Strategies Director	\$150.00		
Web Designer	\$150.00		
Web Project Manager	\$150.00		
SEO Director	\$150.00		
Search Buyer	\$150.00		
eCRM Campaign Coordinator	\$ 90.00		
Interactive Producer	\$ 90.00		
Search & Analytics Coordinator	\$ 90.00		
<u>Social Media</u>			
VP/Social Media	\$250.00		
Social Engagement Director	\$150.00		
<u>Public Relations</u>			
Managing Officer/PR	\$275.00		
PR Account Director	\$150.00		
PR Account Executive	\$100.00		

***NOTE:** Direct Payroll hourly rate means the actual gross hourly wage paid.

****NOTE:** Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

*****NOTE:** A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date:

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

For Tourism Advertising, Program Creation and Implementation for the period September 1, 2011-
Septemeber 30, 2014

PROVIDER OR SUB-CONSULTANT NAME MMG
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.51/Mile In accordance with GSA.
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost
Meals:	
In accordance with the GSA M&IE schedule for Travel utilizing the appropriate city rates	In accordance with GSA M&IE schedule
Reproduction (Photocopy) 8 ½" x 11"	\$0.15/Page
8 ½" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Color Copies	\$1.00/Page
Printing/Binding	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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EXHIBIT C

Date:

TIME AND SCHEDULE OF PERFORMANCE

For Tourism Advertising, Program Planning, Creation and Implementation for the period September 1, 2011-September 30, 2014.

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Contract period effective September 1, 2011 – September 30, 2014. However, the contract will be reviewed at the end of each year and Lee County reserves the option to cancel this contract at any time and require open competition. Upon Lee County's determination that the advertising agency is performing in an exemplary fashion, Lee County may issue a written certification to renew for a period of two (2) one (1) year renewals.		

EXHIBIT D

Date: _____

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For Tourism Advertising, Program Planning, Creation and Implementation for the period
September 1, 2011-September 30, 2014.

PROVIDER has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the PROVIDER in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	NONE					

Date:

PROJECT GUIDELINES AND CRITERIA

For Tourism Advertising, Program Planning, Creation and Implementation for the period September 1, 2011-September 30, 2014.

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the PROVIDER in performing the professional services and work to be provided pursuant to this Agreement:

ITEM 1

Five percent of Provider's monthly retainer fee will be withheld each month and paid at fiscal year-end only if agreed upon performance measures have been met. These performance measures will be mutually agreed upon each year during the development of the annual marketing plan.

ITEM 2

The Advertising/Promotion budget shall not exceed \$8,500,000 per year for the period September 1, 2011 through September 30, 2014. Actual annual budget may be less as directed annually by County.

ITEM 3

The Provider will coordinate, in cooperation with County, budget enhancing programs through the use and implementation of co-operative marketing programs, leveraged media negotiations and promotions. The goal of \$2,000,000 in additional exposure for the County shall be generated in partnership with the County. Programs shall be undertaken in appropriate target markets with prior approval of the County. All revenue generated as a result of the local market co-operative advertising program will either be credited against the media plan expenses or utilized to expand the media plan.

ITEM 4

The County shall retain the rights of use and ownership to any and all creative concepts, advertising materials and other creative print or electronic productions produced by the Provider and the County retains the right to reuse of these goods and materials. County realizes that outside suppliers including, but not limited to photographers, may retain certain usage rights so County may not have rights of reuse without further payment and or negotiation. In these instances, the Provider will spell out these terms prior to purchasing any product with such a stipulation.

ITEM 5

The County shall have the right of final review and approval over all creative concepts, materials or other creative print or electronic productions produced by the Provider. County approval(s) shall be provided to the Provider in a timely manner.

ITEM 6

The County retains the right to exercise direct purchase of printing services from other vendors for brochures or other printed goods.

ITEM 7

Provider agrees to ship all brochures and print materials at cost.

ITEM 8

County reserves the right to approve Providers representative and location.

ITEM 9

Any financial or other obligations made by the Provider on behalf of the County of which the County has or will be compensating or reimbursing the Provider are required to be paid by the Provider within a timeframe not to exceed 30 calendar days from receipt of the invoice for the designated services from the County.

ITEM 10

Provider may be called upon by the County to expand services beyond those outlined in Exhibit A, Scope of Services. If it is determined a new task and compensation is required, this will be accomplished in accordance with Exhibit B, Attachment No. 1, Page 1 of 1.

ITEM 11

Upon mutual agreement of the parties prior to any renewal, exhibits to this Service Provider Agreement may be amended and replaced annually to accommodate the scope of work, amount of increased/decreased budgets and related compensation and fees, tasks and schedule of performance associated with this Service Provider Agreement.

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20110735

1. ACTION REQUESTED/PURPOSE:

Concur with the ranking of Consultants by the Competitive Negotiations Committee for CN-11-15 Financial Advisor in the following order of ranking, and authorize staff to negotiate hourly rates and other independent costs with the number one ranked firm: (1) Dunlap & Associates Inc. and (2) Public Financial Management, for a contract period of three (3) years.

Also, authorize Chair on behalf of the Board to execute the agreements upon final negotiations.

2. FUNDING SOURCE:

Fund: General Fund – Program: Non-Dept – Non-Departmental – Project: Financial Services

3. WHAT ACTION ACCOMPLISHES:

Provides Lee County with an advisor that will advise the County on the most fiscally responsible process of conducting the sale of bonds by recommending competitive bidding, negotiation, or some other means. The Financial Advisor will not participate either directly or indirectly as underwriters in the sale of the bonds, nor have any financial interest, directly or indirectly in such sale, except as to compensation paid hereunder by the County.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C1D

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: *(specify)*

- ☐ Statute
☐ Ordinance
☒ Admin Code AC-4-4
☐ Other

9. Request Initiated

Commissioner:

Department: COUNTY MANAGER

Division: No Divisions

By: Peter Winton

10. Background:

Letters of Interest were solicited on behalf of the Board of County Commissioners for the professional financial advisory services, for LEE COUNTY FINANCIAL ADVISOR.

The deadline for receipt of Letters of Interest was July 28, 2011. Two (2) Letters of Interest were received by the established deadline. Based on the receipt of only 2 submittals there was no need to hold a short-list committee meeting. The Competitive Negotiations Committee went directly into interview/presentations. The Competitive Negotiations Committee consisted of the following staff members: Pete Winton, Assistant County Manager, as Chair, David Loveland, Interim DOT Director (Doug Meurer Designee); Donna Harn, Clerks Office, Finance, and Jim Lewin, Project Manager. Other invited participants include Charlie Green, Clerk of Courts, Terry Mallow, Clerks Office, Finance and Dave Harris, Budget Services.

On the basis of the information submitted by both firms in their Letters of Interests and after conducting the interview/presentations held on August 25, 2011, the Committee agreed to recommend to the Board the following order of ranking of Consultants: (1) Dunlap & Associates Inc. and (2) Public Financial Management.

As per Section 6 of the Contracts Manual for annual contracts, the Board can concur with the selection of consultants and authorize staff to negotiate hourly rates and independent cost within the same blue sheet request. This will eliminate the need for an additional blue sheet requesting Board approval of agreements.

11. Required Review:

<i>Peter Winton</i>	<i>Robert Franceschini</i>	<i>Anne Henkel</i>	<i>Jim Lewin</i>	<i>Andrea Fraser</i>	<i>David Harris</i>
COUNTY MANAGER	Purchasing	Budget Analyst	Fiscal	County Attorney	Budget Services
<i>Peter Winton</i>					
County Manager					

12. Commission Action:

Funds are available in account string no.: GC5190300100.503130

Attachment: Committee: 1. Committee Meeting Minutes

MEMORANDUM

To: PROJECT FILE, MINUTES OF MEETING
From: Cindy Logan, Contracts Manager
Date: August 25, 2011
RE: **CN-11-15 Financial Advisor – Presentation Minutes of Minutes of Competitive Negotiations Committee Meeting**

MEETING DATE: Thursday, August 25, 2011 BEGINNING TIME: 1:30 p.m.

ATTENDEES:

COMMITTEE MEMBERS: Pete Winton, Assistant County Manager, Chair; Jim Lewin, County Administration; Donna Harn, Finance, Dave Loveland, DOT

INVITED MEMBERS: Charlie Green, Clerk of Courts, Terry Mallow, Finance

At 1:35 p.m. the Competitive Negotiations Committee meeting was called to order by Cindy Logan, Procurement Management Representative. Introductions were put on the record by everyone in attendance.

Meeting was then turned over to the Chair of the Committee Pete Winton.

Interview/Presentations were completed with the 2 firms.

Discussions were held by the committee members, as well as invited participants with respect to each presentation from the two (2) firms.

Following the discussions, the consensus of the committee was to recommend the following order of ranking:

1. Dunlap & Associates
2. Public Financial Mgmt

Brief Committee Discussion Decision: Finance staff stated they would have no problem with either firm.

PFM- in the past have done great presentations to the Board that the Board understood; comment – nothing really stood out in their presentation that would warrant a change in firms.

DUNLAP: past experience with the day to day contact was excellent; what Dunlap has done for us goes beyond their scope of services- no extra fees; we are looking at other ways to finance – they are locally based.

The chair entertained a motion to approve the ranking and to forward the committee's recommendation to the Board of County Commissioners. The motion was made by Jim Lewin and seconded by Dave Loveland, and then called and carried with no further questions.

The meeting was adjourned by the chair at 2:50 p.m.

Revised/Updated: 09/07/11

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20110738

1. ACTION REQUESTED/PURPOSE:

Approve budget amendment resolution to:

- accept additional tourist development tax revenue in the amount of \$3,000,000
- amend FY 2010-11 Visitor & Convention Bureau (VCB) budget

2. FUNDING SOURCE:

Tourist Development Tax Trust

3. WHAT ACTION ACCOMPLISHES:

Adjusts revenue, reserves, stadium debt service and beach & shoreline fund budgets. This will provide a more accurate reflection of tourist tax revenue while adjusting the stadium debt service and beach & shoreline budgets and reserve balances.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C1E

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: *(specify)*

- ☐ Statute
- ☐ Ordinance
- ☐ Admin Code
- ☐ Other

9. Request Initiated

Commissioner: All

Department: VISITOR AND CONVENTION BUREAU

Division: No Divisions

By: Tamara Pigott

10. Background:

Tourist tax revenues for FY 2010-11 have exceeded the amount budgeted. An increase in budgeted revenues will provide increased funding to interfund transfers for stadium debt service, beach & shoreline, and reserves.

Attachment: Budget Amendment Resolution

11. Required Review:

<i>Tamara Pigott</i>	<i>Andrea Fraser</i>	<i>Thelma Davis</i>	<i>Emma Wolf</i>	<i>Jim Lewin</i>	<i>David Harris</i>
VISITOR AND CONVENTION BUREAU	County Attorney	Budget Analyst	Budget Analyst	Fiscal	Budget Services
<i>Karen Hawes</i>					
County Manager					

12. Commission Action:

RESOLUTION

Amending the Budget of the Tourist Dev Ref Fund, Fund#22660 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2010-2011.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Tourist Dev Ref, Fund #22660 budget for \$600,000 of the unanticipated revenue from an interfund transfer, and an appropriation of a like amount for debt and;

WHEREAS, the Tourist Dev Ref Fund, Fund #22660 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$5,200,805
Additions		
GC5810122660.381000.917400	Interfund Transfer	\$600,000
Amended Total Estimated Revenues		\$5,800,805

APPROPRIATIONS

Prior Total:		\$5,200,805
Additions		
GC5810122660.509110.T17401	Interfund Transfer to 17401	600,000
Amended Total Appropriations		\$5,800,805

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Tourist Dev Ref Fund, Fund #22660 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2011.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

RESOLUTION

Amending the Tourist Dev Tax Trust Budget for additional revenues for Fiscal Year 2010-2011.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Tourist Dev Tax Trust budget for \$3,000,000 of the additional revenue from tourist tax collections and an appropriation of a like amount for reserves debt service, and beach and shoreline and;

WHEREAS, the Tourist Dev Tax Trust budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$23,183,251
Additions		
GC5000017400.312100.9000	Tourist Tax	\$3,000,000
Amended Total Estimated Revenues		\$26,183,251

APPROPRIATIONS

Prior Total:		\$23,183,251
Additions		
GC5810117400.509110.T22660	Interfund Transfer	\$600,000
GC5810117400.509110.T30101	Interfund Transfer	792,000
GC5810117400.509910	Reserve for Contingencies	1,608,000
Amended Total Appropriations		\$26,183,251

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Tourist Dev Tax Trust budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2011.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

RESOLUTION

Amending the Budget of the Cap Imp-Tourist Dev Beach Project, Fund#30101 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2010-2011.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Cap Imp-Tourist Dev Beach Project, Fund #30101 budget for \$792,000 of the unanticipated revenue from interfund transfer, and an appropriation of a like amount for capital improvement activity and;

WHEREAS, the Cap Imp-Tourist Dev Beach Project, Fund #30101 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$19,862,132
Additions		
GC5810130101.381000.917400	Interfund Transfer	\$792,000
Amended Total Estimated Revenues		\$20,654,132

APPROPRIATIONS

Prior Total:		\$19,862,132
Additions		
GC5890130101.509930	Reserve for Future capital Outlay	\$792,000
Amended Total Appropriations		\$20,654,132

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Cap Imp-Tourist Dev Beach Project, Fund #30101 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2011.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

RESOLUTION

Amending the Budget of the Tourist Dev Excess Debt Funds, Fund 17401 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2010-2011.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Tourist Dev Excess Debt Funds, Fund 17401 budget for \$600,000 of the unanticipated revenue from an interfund transfer, and an appropriation of a like amount for debt and;

WHEREAS, the Tourist Dev Excess Debt Funds, Fund 17401 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$95,941,489
Additions		
GC5810117401.381000.922660	Interfund Transfer	\$600,000
Amended Total Estimated Revenues		\$96,541,489

APPROPRIATIONS

Prior Total:		\$95,941,489
Additions		
GC5810117401.509110.T15500	Interfund Transfer to 15500	600,000
Amended Total Appropriations		\$96,541,489

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Tourist Dev Excess Debt Funds, Fund 17401 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2011.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20110729

1. ACTION REQUESTED/PURPOSE:

As required by AC 4-4, approve expenditure of \$114,468 for the purchase of EMS Helicopter Aircraft Hull and Liability Insurance coverage for FY 10/01/11 to 10/01/12.

2. FUNDING SOURCE:

Public Safety-Emergency Response Insurance and Bonds.

3. WHAT ACTION ACCOMPLISHES:

Provides continuous coverage to the EMS helicopter for physical damage and provides financial risk transfer via aircraft hull and liability insurance.

4. MANAGEMENT RECOMMENDATION: Approval.

5. Departmental Category: C1F

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☐ Statute
☐ Ordinance
☒ Admin Code 4-4
☐ Other

9. Request Initiated

Commissioner:

Department: COUNTY MANAGER

Division: Risk Management

By: Peter Winton

10. Background:

On June 7, 2011, the Board approved Blue Sheet 20110447 authorizing the office of Risk Management to commence negotiations with the number one ranked firm, Brown & Brown Public Risk Insurance Agency, for insurance brokerage services.

Through negotiations by the Risk Management office and broker Brown & Brown Public Risk Insurance Agency, we were able to secure insurance for the FY 11-12. The expenditure of \$114,468 is necessary in order to purchase/bind Aircraft Hull and Liability Insurance before the renewal date of October 1, 2011. Insurance cost per helicopter is:

2002 Bell 430 \$70,908.99

1989 Eurocopter Deut BO1055CBS-5 \$43,559.00

Upon approval of the FY 11-12 budget, funding will be available in: KF5260100100.504520.71

11. Required Review:

Peter Winton	Robert Franceschini	Anne Henkel	Mike Figueroa	David Harris	Andrea Fraser
COUNTY MANAGER	Purchasing	Budget Analyst	Risk	Budget Services	County Attorney
Kim Dickerson	Peter Winton				
EMERGENCY MEDICAL SERVICES	County Manager				

12. Commission Action:

EXECUTIVE SUMMARY
2011-2012 INSURANCE RENEWAL

Brown & Brown PRIA, in conjunction with the efforts of Lee BOCC staff, have worked through a challenging insurance renewal process this year. Overall premiums indicated herein, have increased slightly from FYE 2010 premiums, primarily due to changes in the property insurance/reinsurance marketplace. For all programs placed effective 10/1/11, we were able to keep the premium increase minimized to 6.95% or ~\$330,000.

MARKET CONDITIONS:

Modeling Software - Over Eighty percent of all the property reinsurers utilize a loss prediction or “modeling” software. In 2011 a new version which claims to more accurately predict probable losses for portfolios and individual entities was released. One of the key changes involves increased loss probability for areas that could be impacted by storm surge. Lee County is susceptible to storm surge. Overall increased cost of risk in the entire US models to approximately 50% higher in the new 2011 RMS Version 11.0. This model is used by the majority of insurers to formulate premiums and capacity, or limits they are able to offer on an individual risk.

SIGNIFICANT POLICY MARKETING RESULTS: *(A complete summary of Marketing Results has been provided and should be consulted for further detail.)*

- **Property** – In order to minimize the premium increases this year, it was necessary for us to totally restructure the program. Lexington Insurance Company (parent Chartis fka AIG companies) had been the primary support of Lee County’s property program for over 10 years. This year, they quoted a 49% increase on the primary \$15,000,000 of limits for the County. We are presenting a quota shared options with several new insurers for FY 11-12. There are a few coverage changes which are outlined in the Property section of the proposal, but we were able to keep the increase to 6.85%.
- **Bridges** - Due to the RMS Version 11.0 update, Allianz initially indicated significant premium increases. We again marketed aggressively with very little interest in the marketplace. We are proposing Allianz for the renewal coverages. We have conducted a process with Allianz for different structure, limit, etc. to effect the least amount of impact on the premium. In an attempt to quote a minimal premium increase, Allianz was able to significantly decrease the Toll Bridges premium (Enterprise Fund) to offset significant increases in the Miscellaneous Bridge schedule. The overall effect when comparing both policies together is an increase of \$145,000, or under 10%.

ACE indicated a premium of over \$600,000 more than the Allianz renewal offer for both policies.

- **EMS Rotorcraft Aviation** – Due to the 8/17/2009 total loss paid (\$5,475,000) for the Eurocopter, no alternative insurers were interested in providing competitive quotes. The incumbent, Global Aerospace provided a flat renewal and has maintained relatively little increase in premium since the incident.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

Insurance Market Summary 10/1/2011-2012

EXCESS LIABILITY - Excess Auto, General, Public Officials/EPLI, Workers Compensation

Star Insurance Company/Meadowbrook (Incumbent) QUOTED FLAT RENEWAL

*An updated Workers Compensation form will apply to the renewal, having virtually no impact on the coverage. A specimen has been provided herein.

**We have approached the marketplace each year without receiving any competitive quotes. The Incumbent, Star, advised that there would be no increases for 2011-12. Therefore, we did not perform a full marketing this year.*

AVIATION - EMS

Global Aerospace (Incumbent)

QUOTED FLAT RENEWAL

ACE USA

Declined to Quote

Phoenix Aviation Managers, Inc./Old Republic

Declined to Quote

US Aviation/USAIG

Declined to Quote

W. Brown/Catlin Insurance Company

Declined to Quote

**Global Aerospace's settlement of \$5,475,000 for a total loss for the 1989 Eurocopter incident on 8/17/09 has continued to negatively affect the aviation marketplace's appetite for the risk exposure. However, the incumbent Global Aerospace has provided a virtually flat renewal. The only increase Global Aerospace effected following the incident was a 12.5% increase on the Bell Rotorcraft premiums for 10/1/2009-10 which cost the County less than \$5,000 in additional premium in 2009. The premiums have been flat and competitive since that time.*

CRIME

Zurich/Fidelity & Deposit (Incumbent)

QUOTED FLAT RENEWAL

**This coverage is expiring from a three year policy effective 10/1/2008-11. However, the renewal Premium received was flat with no increase so no marketing was performed this year. There are Certain coverage considerations in changing carriers for this type of policy.*

BOILER & MACHINERY/BREAKDOWN

Travelers (Incumbent)

QUOTED FLAT RENEWAL

**Premium received was flat with no increase so no marketing was performed this year. The administration of Jurisdictional Inspections is a consideration in moving this coverage to a different carrier.*

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

TOLL BRIDGES

Allianz (Incumbent - Peachtree/admitted)	Quoted Decrease in Premium
ACE (Direct)	Indication 50% Increase in Expiring
Axis - Indicated interest in 10M primary	Premium \$1,590,908
Liberty- Interest in minor share of primary only	Failed wind modeling scenario
Lexington-Indicated interest in 10M primary	Declined
Ironshore- Reviewed for Partial Primary	Declined
Lloyd's- Pricing not of interest	Declined
	Pricing not competitive

MISCELLANEOUS BRIDGES

Allianz (Incumbent - Peachtree/admitted)	Quoted
ACE (Direct - Incumbent)	Indication 50% Increase in Expiring
Axis - Indicated interest in 10M primary	Premium \$681,752
Liberty- Interest in minor share of primary only	Failed wind modeling scenario
Lexington-Indicated interest in 10M primary	Declined
Ironshore- Reviewed for Partial Primary	Declined
Lloyd's- Pricing not of interest	Declined
	Pricing not competitive

**No specific new carrier that could provide full limit needed nor reach the expiring price line.*

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

PROPERTY

ACE Westchester	Quoted 33.333% primary 15
Admiral	Declined- due to size and location
Allianz AGCS	Declined- wanted bridges only
Alterra (Max Specialty)	Quoted 15% 35xs15
AmRisc/ACIC	Decline- exposure & manuscript form
Arch	Quoted 10% of primary 50MM
Aspen Specialty	Quoted 5% 50MM primary
AWAC U.S	Quoted up to 50% 10xs15
AXIS Specialty	Declined- due to wind modeling
Beazley/First State	Decline
CNA	Declined- wind
Chubb Custom (\$25M+)	Declined- not competitive due to modeling
Colony Insurance	Quoted 5po25xs25
DSG/United National	Decline- due to modeling
Everest Re Group	Decline due to modeling
General Star	Decline due to modeling
Glencairn	Quoted participation in 15MM primary
Global Excess Partners	Tier 1 exclusion in Florida- declined
Great American	Non-cat only
Hiscox	Declined due to pricing
IRI (Industrial Risk)	Declined due to pricing
Ironshore	Declined- account priced too low in all layers Wind model too expensive. Premium necessary is over twice our targets. Declined
James River Specialty	Quoted 15MM primary (100%) with 49% increase
Lexington/Chartis	Quoted 20% primary 15MM
Liberty E&S	Declined: price needed was twice the target
Markel	Declined due to modeling
Rockhill	Quoted 25xs25 layer and 50xs50 layer
RSUI/Landmark	Declined- muni business not a target, and too large
Scottsdale Insurance	Decline due to no engineering reports available
Sompo	Quoted participation of primary 15MM
Zurich E&S	

LEE COUNTY BOCC
INSURANCE RENEWAL SUMMARY
As of September 2, 2011

All Policies	2010-11 PREMIUMS	2011-12 PREMIUMS	PREMIUMS PAID BY
Excess Liability - Includes GL, AL, WC	\$ 575,700	\$ 577,410	Self-insured Fund
Property	\$ 2,382,274	\$ 2,545,406	Self-insured Fund
Misc. Bridges & Piers	\$ 454,501	\$ 756,250	Self-insured Fund
ENTERPRISE FUND (Toll Bridges paid by DOT)	\$ 1,060,605	\$ 876,245	Enterprise Fund
Boiler & Machinery	\$ 23,036	\$ 23,036	Self-insured Fund
Crime	\$ 19,857	\$ 19,743	Self-insured Fund
AD&D Summer/Winter Youth Program	\$ 4,935	\$ 4,935	Parks and Rec.
AD&D for EMS Pilots (Paid by Public Safety)	\$ 3,917	\$ 3,917	Public Safety
Tank Pollution	\$ 16,609	\$ 18,000	Self-insured Fund
FPL 2006 Interconnection Agreement	\$ 155,000	\$ 142,998	Solid Waste
Elected Official Bonds - (none due until FY 10-11)	\$ 2,101	\$ -	Self-insured Fund
NFIP Flood	\$ 127,537	\$ 141,322	Self-insured Fund
EMS Rotorcraft Aviation	\$ 114,586	\$ 114,468	Public Safety
TOTAL PREMIUMS ALL COVERAGE	\$ 4,940,658	\$ 5,223,730	REDUCTION/INCREASE 5.73%

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

Blue Sheet No. 20110733

1. ACTION REQUESTED/PURPOSE:

Approve forgiving \$3,000,000 loan and all accrued FY 10-11 interest for Unincorporated MSTU Fund (15500) loan to MSBU Building Reserve Fund (15501) before one (1) year renewal expires 9/30/11. Also approve Budget Amendment Resolution and Request for Transfer of Funds in the amount of \$606,231 to accomplish this.

2. FUNDING SOURCE:

Unincorporated Area MSTU (15500) is source of original loan.

3. WHAT ACTION ACCOMPLISHES:

The loan to the MSTU Building Reserve fund (15501) will be forgiven and removed from the financial statements.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C2A

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: *(specify)*

- ☐ Statute
☐ Ordinance
☐ Admin Code
☐ Other

9. Request Initiated

Commissioner:

Department: COMMUNITY DEVELOPMENT

Division: Development Services

By: Mary Gibbs

10. Background:

On 8/25/09, the BoCC approved a \$3,000,000, one (1)-year interest-bearing loan from the Unincorporated Area MSTU fund (15500) to supplement the MSBU-Building Reserve fund (15501). Monthly operating expenses were exceeding incoming permit revenue due to the downturn in the building industry at the time. Operating expense reductions have taken place and a Board-approved increase in building fees has helped to offset operating expenses. An extension of the loan was granted for one (1) year, through 9/30/11, at the 7/6/10 BoCC meeting. Approximately \$675,000 remains of the original \$3,000,000 loan, but these funds are still needed for daily operating expenses in the building fee-supported programs. The Building Industry Oversight Committee petitioned County staff to change the designation from loan status to permanent subsidy. Based on an opinion from the County Attorney's Office, County Administration is presenting this request to the BoCC. This action is part of a fiscal year-end account cleanup, which officially closes out the loan classification. No cash will be moved from either fund.

Attachments:

Memo from County Attorney's Office
 Request for Transfer of Funds
 Budget Amendment Resolution

11. Required Review:

<i>Mary Gibbs</i>	<i>Thelma Davis</i>	<i>Scott Coovert</i>	<i>David Harris</i>	<i>Holly Schwartz</i>	
COMMUNITY DEVELOPMENT	Budget Analyst	County Attorney	Budget Services	County Manager	

12. Commission Action:

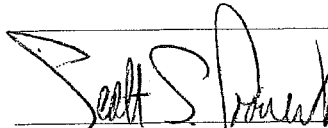
MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

VIA E-MAIL ONLY
dcollins@leegov.com

DATE: September 14, 2011

To: Donna Marie Collins
Chief Assistant County Attorney
Administrative Services

FROM:


Scott S. Covert
Assistant County Attorney

RE: **Unincorporated MSTU Funds - Blue Sheet 20110733, September 20, 2011**

During my review of Blue Sheet number 20110733, I presented a question to you regarding Community Development's request to forgive a \$3,000,000 internal loan made from the unincorporated MSTU fund to the MSBU Building Reserve Fund. In response, you have asked me to research the item and provide a written response.

- Article VII, Section 9(b) of the Constitution of the State of Florida provides that a County may levy additional taxes for the purpose of providing municipal services in the unincorporated areas.
- Section 125.01(1)(q), F.S., grants the governing body of a county the power to establish municipal service taxing units for any or all of the unincorporated areas of the county.
- Lee County Ordinance No. 75 -14 (attached) was adopted December 23, 1975, establishing a municipal service taxing and benefit unit for any part or all of the unincorporated areas of the County. Section 3, Type of Services, identify the services to which this Ordinance shall include the following: (1) recreation service and facilities and parks; (2) transportation; (3) maintenance, resurfacing and construction of non-arterial streets and roads; (4) animal control; (5) building and zoning; (6) such other essential facilities and services which are deemed by the governing body to be municipal services.

I briefly discussed this item with Pete Winton last week and yesterday. I talked with both Mary Gibbs, Peter Cloutier and David Harris. Based upon these discussions, the Building Industry Association ("BIA") requested sometime in 1997 that permitting fees collected by the building department should not be commingled with the Unincorporated MSTU funds. At this time, there was a concern that building fees paid by the building industry may have been used to pay for some

Donna Marie Collins
Chief Assistant County Attorney
September 14, 2011
Page 2

Re: Unincorporated MSTU Funds - Blue Sheet 20110733, September 20, 2011

Code Enforcement activities. In response to the BIA and Clerk of Courts audit, it was recommended to the Board that an accounting mechanism be established to segregate fee-related expenditures and revenues from non fee-related revenues and expenditures (see attached Blue Sheet No. 971202). As a result, a sub-fund was created called the MSBU Building Reserve Fund.

On August 25, 2009, the Board approved a \$3,000,000, one year interest-bearing loan from the Unincorporated MSTU fund to supplement the MSBU Building Reserve fund. Now, as a result of the economic downturn in the building industry, Community Development is requesting the loan be forgiven.

Under Section 125.01(1)(q), F.S., the statute is written broadly to provide a county the power to provide essential facilities and municipal services from funds derived from service charges, special assessments or taxes within the unincorporated areas. Lee County Ordinance 75-14, identifies certain municipal services to include building and permitting. Based upon this information, it is my opinion that the Unincorporated MSTU funds can be used by the building department for their operational costs. It should also be noted that prior to Board's approval of a separate accounting mechanism in January 27, 1998, all of the Community Development Department was intermingled in the Unincorporated MSTU fund.

SSC/bh
Attachments

VIA E-MAIL ONLY:

Michael D. Hunt, County Attorney, mhunt@leegov.com
Andrea Fraser, Deputy County Attorney, afraser@leegov.com
Mary Gibbs, Director, Community Development, Mgibbs2@leegov.com

09/14/00 THU 13:46 FAX

002

FROM: PUBLIC RESOURCES

PHONE NO. :

Sep. 14 2000 02:13PM PL

LEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

BLUE SHEET NO: 971302

1. REQUESTED MOTION:

ACTION REQUESTED: Execute agreement with Building Industry Association and establish Committee to provide advice and recommendations to County staff/administration on building-related issues, service levels and fee-related expenditures.

WHY ACTION IS NECESSARY: Clerk of Courts audit recommended accounting mechanism be established to segregate fee-related expenditures and revenues from non fee-related revenues and expenditures.

WHAT THE ACTION ACCOMPLISHES: establishes separate accounting mechanism for budget purposes and allows for building industry input on fee-related issues.

2. DEPARTMENTAL CATEGORY: 04 Community Development

4a

3. MEETING DATE:

1-6-98

COMMISSION DISTRICT # CW

4. AGENDA

CONSENT
X ADMINISTRATIVE
APPEALS
PUBLIC
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)
STATUTE
ORDINANCE
ADMIN. CODE
OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER

B. DEPARTMENT Community Development

C. DIVISION Administration

BY Mary Gibbs, Director

7. BACKGROUND:

The Clerk of Courts prepared an audit report in September, 1996 which found that building fees paid by the building industry may have been used to pay for some Code Enforcement activities that were not considered fee-related under State Statute and the Attorney General's opinion. The Clerk's office suggested a sub-fund or similar mechanism be established to separate and track revenues.

The BIA has also suggested a type of "oversight" committee be formed to provide guidance to County staff on issues such as budget surpluses or deficits, how to separate "fee related" and "non fee related" functions, how to establish accounting functions to keep track of excess funds, if any, and the use of such funds. A draft agreement is attached.

This item was reviewed at the December 8, 1997 Management and Planning Committee meeting.

Attachment: Draft Agreement (Memorandum of Understanding)

8. MANAGEMENT RECOMMENDATIONS:**9. RECOMMENDED APPROVAL**

DEPARTMENT DIRECTOR	Purchasing	Human Rel.	Office of Budget Services				OTHER	COUNTY ATTORNEY	COUNTY MANAGER
<i>Mary Gibbs</i> 12-15-97	N/A	N/A	RA <i>DN</i> 12/17	GC <i>AK</i> 12/17	Risk <i>JP</i> 12/17	Dir <i>HA</i> 12/17		<i>W</i> 12/17/97	<i>W</i>

10. COMMISSION ACTION:

☒ APPROVED
☐ DENIED
☐ DEFERRED
☐ OTHER

REC'D
BY CO. ADMIN.
12/17/97
8:30 PM

CO. ADMIN.
FORWARDED
TO LEE CARES
12-17-97

REC'D
BY CO. ATT.
12/16/97
3:30 PM

H:\FORMS\BLUSH\B\BLUES1

Post-It® Fax Note 7671

Date 9/14

of Pages 1

To CHERYL

From SAMLEY

Co/Dept.

Co.

Phone #

Phone #

Fax # 2501

Fax #

CL. ATT.
FORWARDED TO
12/17/97
1:30 PM

09/14/00 THU 14:50 [TX/RX NO 9108]

File B100

M E M O R A N D U M
FROM
THE DIVISION OF PUBLIC RESOURCES
LEE CARES

DATE: 1-30-98

TO: MARY GIBBS FROM: Dinah Johnson
COMMUNITY DEVELOPMENT Dinah Johnson
Lee Cares

Meeting Date: 1-6-98 Blue Sheet # 971202 Item # A4a

Subject: BUILDING INDUSTRY ASSOCIATION AGREEMENT

The above referenced document is being returned to you for the following reason:

- ☐ There are blank spaces that need to be filled.
- ☐ Attachment or Exhibit is not attached.
- ☐ Please obtain the signature of the second party(s) to this document and return to LEE CARES for processing.
- ☐ Attached are originals. Please obtain the signature of the second party(s) to this document and RETURN ONE ORIGINAL TO MINUTES.
- ☒ This document is now fully executed and the Minutes Department has an original or copy for their records. As the originator of this document, it is now being returned to you so that your office may provide copies and prepare transmittal letters to anyone you feel necessary and appropriate.
- ☒ 1 Original(s) attached
- ☐ Copy(s) attached
- ☐ Other

(222)
335-2260

0980152

MEMORANDUM OF UNDERSTANDING

RECITALS

WHEREAS, the Lee Building Industry Association (BIA), and the Lee County Community Development Department and the Office of Management and Budget, both under the Administration of the County Manager (County Administration), together hereinafter the Parties, desire to work together to implement the provisions of Section 125.56(2) Florida Statutes, and

WHEREAS, the Parties desire to make clear the BIA's and the building industry's role in implementing the cited statutory provisions to insure building permit fees are utilized appropriately, and

WHEREAS, the Parties intend to create a review process to assist in implementing, and to oversee, certain County budgeting procedures and reports for revenues and expenditures pertaining to building permit fees in cooperation with the Office of Management and Budget, and

WHEREAS, the Parties desire the review process to also offer suggestions or recommendations to County Community Development staff on the use and amount of building permit fees, and the level and type of service provided to the building industry.

NOW THEREFORE, the BIA and County Administration, by the authorized signatures below, agree to the following mutually understood provisions:

1. The above recitals are true.
2. The BIA will select and inform County Administration staff of the names of no more than five building industry representatives who will constitute the Lee County Building Industry Oversight Committee (BIOC). The BIOC representatives may change from time to time and County Administration staff will be informed in writing of such changes as they may occur. The County Manager and his Administrative staff will have no authority or role in the BIA's establishment or appointment of representatives to the BIOC.

3. The BIOC's purpose is: 1) to provide advice to County Administration staff regarding budget revenues from building permit fees and expenditures for costs allowed under Section 125.56(2), Florida Statutes, according to mutually acceptable good accounting practices, 2) provide input to County Administration staff on operations-related matters affecting the level of service provided to the building industry for plans review, building permit issuance, and corresponding inspections, and 3) address broad policy issues (such as impacts on levels of service, general competitive pay issues, etc.). Administrative and personnel matters are not within the scope of the Committee.
4. Depending upon the area of concern, whether fiscal or operations, the BIOC may inform County Administration staff, through the Office of Management and Budget or the Director of Community Development, respectively, of any inquiries, advice, recommendations, or suggestions derived from their oversight role pertaining to the use or amount of building permit fees or the level of service provided to the building industry.
5. Although County Administration can not be bound to adopt or implement input from the BIOC, County staff will, in good faith, evaluate input from the BIOC and respond to the designated BIOC representative in a timely manner.
6. It is further understood that this Memorandum of Understanding is not intended to limit the legal rights or remedies of the Parties.
7. This Memorandum of Understanding becomes effective on the last date executed by either Party's authorized representative.
8. Beginning with fiscal year 1997, any surplus or deficit will be accounted for separately on an ongoing basis.

November 10, 1997

2 of 3

STATE OF FLORIDA)
COUNTY OF LEE)

By: Donald D. Stilwell
Donald D. Stilwell, County Manager

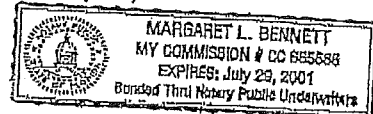
The foregoing instrument was acknowledged before me this 27th day of January, 1997, by Donald D. Stilwell, County Manager, who is personally known to me.

Margaret L. Bennett
(Signature of person taking acknowledgment)

MARGARET L. BENNETT
(Name typed, printed, or stamped)

(Title or Rank)

(Serial Number, if any)



APPROVED AS TO FORM
Paul D. Wingo
OFFICE OF COUNTY ATTORNEY

LEE BUILDING INDUSTRY ASSOCIATION

By: Bobby Lyons

Printed Name BOBBY LYONS, its President

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 23 day of January, 1997, by this Bobby Lyons by Bobby Lyons President of the Lee Building Industry Association, on behalf of the Association, who is personally known to me.

JoAnn Rudi Sheppard
(Signature of person taking acknowledgment)

JoAnn Rudi Sheppard
(Name typed, printed, or stamped)

(Title or Rank)

(Serial Number, if any)



JOANN RUDI SHEPPARD
MY COMMISSION # CC375954 EXPIRES
May 24, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

November 10, 1997

3 of 3

AN ORDINANCE CREATING A MUNICIPAL SERVICE TAXING AND BENEFIT UNIT TO BE COINCIDENT WITH THE BOUNDARIES DEFINING ALL OF THE UNINCORPORATED AREAS OF LEE COUNTY, FLORIDA; DEFINING THE TERRITORY TO BE INCLUDED IN THE UNIT; ESTABLISHING THE BOARD OF COUNTY COMMISSIONERS AS THE GOVERNING BODY OF THE UNIT; PROVIDING FOR THE TYPE OF MUNICIPAL SERVICES WHICH MAY BE RENDERED; PROVIDING FOR THE POWER TO LEVY SERVICE CHARGES, SPECIAL ASSESSMENTS OR TAXES WITHIN THE UNIT; PROVIDING FOR THE GENERAL POWERS, EXCLUDING CERTAIN SERVICES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CHAPTER 75-63, LAWS OF FLORIDA, 1975, CLARIFIES THE POWER OF A NON-CHARTER COUNTY TO LEVY AD VALOREM TAXES WITHIN THE CONSTITUTIONAL LIMITS FIXED FOR MUNICIPAL PURPOSES WITHIN A MUNICIPAL SERVICE TAXING UNIT CREATED UNDER CHAPTER 125, FLORIDA STATUTES; AND,

WHEREAS, CHAPTER 125, FLORIDA STATUTES, GRANTS THE BOARD OF COUNTY COMMISSIONERS OF A NON-CHARTER COUNTY THE POWER TO ESTABLISH A MUNICIPAL SERVICE TAXING AND BENEFIT UNIT FOR ANY PART OR ALL OF THE UNINCORPORATED AREAS OF THE COUNTY; AND,

WHEREAS, THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, HAS DETERMINED THAT MUNICIPAL SERVICE TAXING AND BENEFIT UNITS ARE NECESSARY TO PROVIDE IDENTIFIABLE FUNDS SEPARATE FROM GENERAL COUNTY FUNDS AND REVENUES FOR THE PURPOSE OF PROVIDING MUNICIPAL SERVICES TO THE UNINCORPORATED AREAS.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA AS FOLLOWS:

SECTION 1.

CREATION OF THE UNIT AND BOUNDARIES

CERTAIN AREAS WITHIN THE UNINCORPORATED AREA OF LEE COUNTY ARE DECLARED TO BE A MUNICIPAL SERVICE TAXING AND BENEFIT UNIT.

AND IS ESTABLISHED PURSUANT TO THE POWERS GRANTED TO THIS BOARD BY THE CONSTITUTION OF THE STATE OF FLORIDA, AND FLORIDA STATUTES, PARTICULARLY CHAPTER 125.01, F.S. THE BOUNDARIES OF SAID MUNICIPAL SERVICE TAXING AND BENEFIT UNIT CREATED BY THIS ORDINANCE SHALL BE AS FOLLOWS:

THE BOUNDARIES OF SAID MUNICIPAL SERVICE TAXING AND BENEFIT UNIT SHALL BE COINCIDENT WITH THOSE BOUNDARIES DEFINING ALL OF THE UNINCORPORATED AREAS OF LEE COUNTY, FLORIDA.

SECTION 2.

THE GOVERNING BODY

THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY SHALL BE THE GOVERNING BODY OF THE MUNICIPAL SERVICE TAXING AND BENEFIT UNIT CREATED PURSUANT TO THIS ORDINANCE.

SECTION 3.

TYPE OF SERVICES

THE TYPE OF MUNICIPAL SERVICES TO WHICH THIS ORDINANCE SHALL APPLY SHALL INCLUDE THE FOLLOWING:

1. RECREATION SERVICE AND FACILITIES AND PARKS
2. TRANSPORTATION
3. MAINTENANCE, RESURFACING AND CONSTRUCTION OF NON-ARTERIAL STREETS AND ROADS
4. ANIMAL CONTROL
5. BUILDING AND ZONING
6. SUCH OTHER ESSENTIAL FACILITIES AND SERVICES WHICH ARE DEEMED BY THE GOVERNING BODY TO BE MUNICIPAL SERVICES.

SECTION 4.

amended 7-22

POWER TO LEVY SERVICE CHARGES, SPECIAL ASSESSMENTS OR TAXES WITHIN THE UNIT

THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, BEING THE GOVERNING BODY OF THE MUNICIPAL SERVICE TAXING AND BENEFIT UNIT AND PURSUANT TO THE AUTHORITY GRANTED TO THEM BY THE CONSTITUTION OF THE STATE OF FLORIDA AND THE LAWS OF THE STATE OF FLORIDA, SHALL HAVE THE POWER TO LEVY AD VALOREM TAXES AS MAY BE LEGAL FOR THE PROVIDING OF MUNICIPAL SERVICES IN SAID MUNICIPAL SERVICE TAXING

AND BENEFIT UNIT. ANY TAX LEVIED PURSUANT TO THIS ORDINANCE SHALL BE LEVIED AND A BUDGET PREPARED AND ADOPTED BY SAID BOARD AFTER PUBLIC HEARINGS, AND AT THE SAME TIME AND IN THE SAME MANNER AS SAID BOARD PREPARES AND ADOPTS ITS COUNTY ANNUAL BUDGET AND LEVIES TAXES AS PROVIDED BY LAW. ALL FUNDS OBTAINED FROM THE LEVY OF A TAX ON ALL THE REAL AND TAXABLE PROPERTY WITHIN THE BOUNDARIES OF SAID MUNICIPAL UNIT SHALL BE MAINTAINED IN A SEPARATE ACCOUNT AND USED SOLELY FOR THE PURPOSE OF PROVIDING MUNICIPAL SERVICES TO THE SAID UNIT. THE LEVY OF AD VALOREM TAXES FOR MUNICIPAL SERVICES PROVIDED PURSUANT TO THIS ORDINANCE, TOGETHER WITH THE LEVY OF TAXES FOR GENERAL COUNTY PURPOSES, SHALL NOT EXCEED TEN (10) MILLS.

SECTION 5.

GENERAL POWERS

SAID MUNICIPAL SERVICE TAXING AND BENEFIT UNIT IS CREATED FOR THE PURPOSE OF PROVIDING MUNICIPAL SERVICES WITHIN THE BOUNDARIES OF SAID UNIT. THE GOVERNING BODY OF THE MUNICIPAL SERVICE TAXING AND BENEFIT UNIT SHALL HAVE ALL THE POWERS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSE OF THIS ORDINANCE, AND SUCH ADDITIONAL RIGHTS AND POWERS AS ARE PROVIDED BY THE CONSTITUTION OF THE STATE OF FLORIDA AND THE LAWS OF THE STATE OF FLORIDA GRANTED TO COUNTIES AND SHALL HAVE ALL POWERS NOT OTHERWISE PROHIBITED BY LAW.

SECTION 6.

Repealed by 77-22

SERVICES TO BE EXCLUDED FROM THIS ORDINANCE

THE FOLLOWING MUNICIPAL SERVICES SHALL NOT BE INCLUDED IN THIS ORDINANCE, BUT MAY BE PROVIDED TO THE CITIZENS OF THE UNINCORPORATED AREAS OF LEE COUNTY PURSUANT TO CHAPTER 65-1321, LAWS OF FLORIDA, KNOWN AS THE COUNTY CODE, WHICH REQUIRES A PETITION OF THE PEOPLE, PUBLIC HEARINGS AND A REFERENDUM ELECTION:

1. SIDEWALKS AND STREETLIGHTING
2. BEACH EROSION CONTROL
3. SEWAGE DISPOSAL SYSTEMS
4. WATER SYSTEMS

SECTION 7.
SEVERABILITY

THE PROVISIONS OF THIS ORDINANCE ARE SEVERABLE AND IT IS IN THE INTENTION TO CONFER THE WHOLE OR ANY PART OF THE POWERS HEREIN PROVIDED FOR, AND, IF ANY OF THE PROVISIONS OF THIS ORDINANCE SHALL BE HELD UNCONSTITUTIONAL BY ANY COURT OF COMPETENT JURISDICTION, THE DECISION OF SUCH COURT SHALL NOT AFFECT OR IMPAIR ANY OF THE REMAINING PROVISIONS OF THIS ORDINANCE. IT IS HEREBY DECLARED TO BE THE LEGISLATIVE INTENT THAT THIS ORDINANCE WOULD HAVE BEEN ADOPTED HAD SUCH UNCONSTITUTIONAL PROVISIONS NOT BEEN INCLUDED THEREIN.

SECTION 8.
EFFECTIVE DATE

THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ADOPTION AND FILING AS PROVIDED BY LAW.

DONE AND ADOPTED IN REGULAR SESSION THIS 23 DAY OF
DECEMBER, 1975,

ATTEST:

SAL GERACI, CLERK

By: S. Geraci

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: E. W. W. W.
CHAIRMAN

APPROVED AS TO FORM
& LEGAL SUFFICIENCY

By: James H. Greer
OFFICE OF COUNTY ATTORNEY

24 Dec 75

LEE COUNTY ORDINANCE NO. 77-22

AN ORDINANCE TO BE ENTITLED; AN ORDINANCE AMENDING SECTIONS 3 AND 4 AND REPEALING SECTION 6 OF LEE COUNTY ORDINANCE 75-14; SETTING FORTH AN ADDITIONAL PROVISION RELATING TO REAL PROPERTY WITHIN THE M.S.T.U. WHICH SHALL NOT BE SUBJECT TO AD VALOREM TAXATION; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION ONE.

Section 3, Lee County Ordinance No. 75-14 is hereby amended to read as follows:

"Types of Services. The types of municipal services to which this ordinance shall apply shall include all such facilities and services which are authorized pursuant to Chapter 125, Fla. Stat., and which are deemed by the governing body to be municipal services."

SECTION TWO.

Section 4, Lee County Ordinance No. 75-14 is hereby amended to read as follows:

"Power to Levy Service Charges; Special Assessments of Taxes within the Unit. The Board of County Commissioners of Lee County, being the governing body of the Municipal Service Taxing and Benefit Unit and pursuant to the authority granted to them by the Constitution of the State of Florida and the Laws of the State of Florida, shall have the power to levy ad valorem taxes as may be legal for the providing of municipal services in said municipal service taxing and benefit unit. Any tax levied pursuant to this ordinance shall be levied and a budget prepared and adopted by said Board after public hearings, and at the same time and in the same manner as said Board prepares and adopts its county annual budget and levies taxes as provided by law. All funds obtained from the levy of a tax on all the real

and taxable property within the boundaries of said municipal unit shall be maintained in a separate account and used solely for the purpose of providing municipal services to the said unit.

SECTION THREE.

Section 6, Lee County Ordinance No. 75-14 is hereby repealed.

SECTION FOUR.

Lee County Ordinance No. 75-14 is hereby amended by adding a section to be numbered Section Six, to read as follows:

"PROPERTY NOT SUBJECT TO AD VALOREM TAXATION.

Real property situated within the Municipal Service Taxing or Benefit Unit shall not be subject to ad valorem taxation for any services or benefits which have real or substantial benefit to any of the incorporated areas. The intent of this section is that ad valorem taxation within said unit shall be for services which exclusively benefit the unincorporated areas of the county, that is, services having no real or substantial benefit to the incorporated areas of the county."

SECTION FIVE.

SEVERABILITY.

The provisions of this ordinance are severable and it is the intention to confer the whole or any part of the powers herein provided for, and, if any of the provisions of this ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

of this ordinance. It is hereby declared to be the legislative intent that this ordinance would have been adopted had such unconstitutional provisions not been included therein.

SECTION SIX.
EFFECTIVE DATE.

This ordinance shall become effective immediately upon adoption and filing as provided by law.

DONE AND ADOPTED in regular session this the 28th day of December, 1977

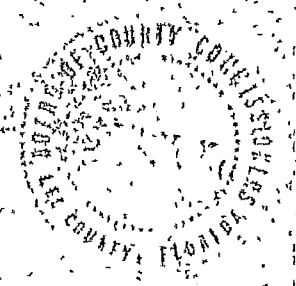
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: *L. H. "Bob" Whan*
L. H. "Bob" Whan
Chairman

ATTEST:
SAL GERACI, CLERK

Approved as to Form & Legal Sufficiency
Office of the County Attorney
By: *James Wiegner*

By: *Mary Clements*
Deputy Clerk



REQUEST FOR TRANSFER OF FUNDS

FUND NAME:	<u>MSBU Reserves</u>	DATE:	<u>09/20/11</u>	BATCH NO.	<u> </u>		
FISCAL YEAR:	<u>10/11</u>	FUND #:	<u>15501</u>	DOC TYPE:	<u>YB</u>	LEDGER TYPE:	<u>BA</u>
TO:	<u>Non-Departmental</u>	<u>Non-Departmental - Interfund Transfers</u>					
	(DIVISION NAME)	(PROGRAM NAME)					
<u>ACCOUNT NUMBER</u>		<u>OBJECT NAME</u>		<u>DEBIT</u>			
GC5810115500.509190.T15501		Subfund Transfer		\$606,231			

TOTAL TO: \$606,231

FROM:	<u>Non-Departmental</u>	<u>Non-Departmental - Reserves</u>	
	(DIVISION NAME)	(PROGRAM NAME)	
<u>ACCOUNT NUMBER</u>		<u>OBJECT NAME</u>	<u>CREDIT</u>
GC5890115500.509910		Reserves for Contingencies	\$606,231

TOTAL FROM: \$606,231

EXPLANATION:

Transaction needed to cancel loan made to 15501 from 15500 (8/25/09 BOCC meeting)

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

Chair

BA NO: _____

AUTH CODE: _____

TRANS DATE: _____

RESOLUTION

Amending the Budget of the MSBU Reserves, Fund #15501 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2010-2011.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the MSBU Reserves, Fund #15501 budget for \$606,231 of the unanticipated revenue from a transfer, and an appropriation of a like amount for operating expenses and;

WHEREAS, the MSBU Reserves, Fund #15501 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$6,416,103
Additions		
GC5810115501.381900.915500	Subfund Transfer	\$606,231
Amended Total Estimated Revenues		\$7,022,334

APPROPRIATIONS

Prior Total:		\$6,416,103
Additions		
GC5890115501.509910	Reserves for Contingencies	\$606,231
Amended Total Appropriations		\$7,022,334

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the MSBU Reserves, Fund #15501 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2011.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20110713

1. ACTION REQUESTED/PURPOSE:

- a) Approve Change Order No. 4 under RFQ-09-02 New Boston Red Sox Training Facility (Site Development Package), to Manhattan Kraft Construction Co., Inc., in the deduct amount of \$332,520.00 to allow funds to be moved over to the Stadium Package GMP.
- b) Approve Change Order No. 6 under RFQ-09-02 New Boston Red Sox Training Facility (Stadium Package), to Manhattan Kraft Construction Co., Inc. (a local Contractor), in the increase amount of \$332,520.00 to increase line items and Budget.
- c) Authorize Chair to execute both Change No. 4 (Site Package) and Change Order No. 6 (Stadium Package) on behalf of the Board.

2. FUNDING SOURCE:

Fund: Red Sox Stadium Capital Improvement Fund; Program: Capital Project; Project: Red Sox Stadium

3. WHAT ACTION ACCOMPLISHES:

Change Order will allow to zero out the earthwork line item (Site Package) for fill, and increase Change Order No. 6 (Stadium Package) to increase 3 line items and the remaining to increase the Budget.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C3A

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☐ Statute
- ☐ Ordinance
- ☒ Admin Code AC-4-4
- ☐ Other

9. Request Initiated

Commissioner:

Department: CONSTRUCTION AND DESIGN

Division: No Division

By: Damon Grant

10. Background:

On February 10, 2009, the Board approved entering into a Construction Manager Agreement with Manhattan Kraft Construction Co., Inc. (formally Kraft Construction Co Inc.) under RFQ-09-02 Construction Management for the New Boston Red Sox with a CM Fee of 4% and a .5% Preconstruction Fee.

June 15, 210 the Board approved the Guaranteed Maximum Price (GMP) for the Site Development Package to Manhattan Kraft in the amount of \$8,345,348.00 to begin the site survey, clearing and earthwork, asphalt paving and curbs and the site utilities.

Then on December 14, 2010 the Board approved the GMP for the Stadium Package to Manhattan Kraft in the amount of \$44,830,924.00 to begin the construction of the stadium facility.

SUMMARY OF SITE DEVELOPMENT CHANGE ORDERS:

CO 1	Administrative approved 9/27/2010	-\$1,885,494.36
CO 2	Administrative approved 11/09/10	Amendment Change \$0.00
CO 3	Administratively approved 2/2/2011	-\$59,195.70
CO 4	Will be Board approved	-\$332,520.00
TOTAL CHANGE ORDERS		-\$2,277,210.06

11. Required Review:

<i>Damon Grant</i>	<i>Emma Wolf</i>	<i>Mike Figueroa</i>	<i>David Harris</i>	<i>Andrea Fraser</i>	<i>Doug Meurer</i>
CONSTRUCTION AND DESIGN	Budget Analyst	Risk	Budget Services	County Attorney	Public Works Director

12. Commission Action:

New Site Development GMP Total \$6,068,137.94

SUMMARY OF STADIUM PACKAGE CHANGE ORDERS:

CO 1 Administratively approved 2/22/2011 -\$1,124,935.72

CO 2 Administrative approved 4/7/2011 \$55,000.00

CO 3 Administratively approved 3/21/2011 -\$1,244,425.67

CO 4 Administratively approved 5/17/2011 -\$3,152,656.41

CO 5 Administratively approved 7/14/2011 -\$1,984,720.70

CO 6 To be Board approved \$332,520.00

CO 7 Administratively approved 8/10/2011 -\$298,111.19

TOTAL CHANGE ORDERS -\$7,417,329.69

New Stadium GMP Total \$37,413,594.31

The Site Development Package will be reduced by \$332,520.00, which is Change Order No. 4) while the Stadium Package for construction will be increased by the same amount of \$332,520.00, which is Change Order No. 6.

The cost to construct the Red Sox Stadium has not been increased but merely shifted between the two packages. This is being done to allow for ease of accounting between phases and the consolidation of work performed in both phases by the same subcontractor.

Funds are available in account #20249930109.506540

Attachments: 1. Change Order No. 4 (Site Package) for execution

2. Change Order No. 6 (Stadium Package) for execution

LEE COUNTY CONSTRUCTION CONTRACT
CHANGE ORDER

No.: 4

(A Change Order requires approval by the Department Director for expenditures under \$50,000, approval by the County Manager for expenditures between \$50,000.01 and \$100,000, or approval by the Board of County Commissioners for expenditures over \$100,000).

CONTRACT/PROJECT NAME: New Boston Red Sox Training Facility (GMP1) *Site Package*
CONTRACTOR: Kraft Construction Co., Inc *manhattan* PROJECT NO.: 202499
CONTRACT NO.: 4864 BID NO.: 09-02
CHANGE REQUESTED BY: Robert Taylor DATE OF REQUEST: 7/22/11

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:

(If you need space other than what has been provided, please attach additional sheets.)

Description: 1. Move \$77,435.00 from Site Phase (GMP1) to Stadium Bldg. Phase for Fill Furnished by Lee County. 2. Move \$255,085.00 from Site Phase to Stadium Bldg (GMP 2). Phase divided to: \$100,000-Williams Construction; \$100,000-Michal Looney Electric and \$55,085.00-Cives Steel line items.

Purpose of Change Order: Budget Transfers

Attachments: (List documents supporting change) Fill Back Up

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$8,345,348.00
Previous Change Order No. 1 to No. 3
\$<1,944,690.06>
Contract Price prior to this Change Order
\$6,400,657.94
Net Increase (Decrease) of this Change Order
(\$332,520.00)
Contract Price will all approved Change Orders
\$6,068,137.94

CHANGE IN CONTRACT TIME:

Original Contract Time
519 Calendar Days
Net Change from previous Change Orders
0 Calendar Days
Contract Time prior to this Change Order
519 Calendar Days
Net Increase (Decrease) of this Change Order
Calendar Days
Contract Time with all approved Change Orders
519 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

BT 8-2-11

RECOMMENDED:

By: [Signature] 8/1/2011
Consultant (if applicable) Date

By: _____
Department Director Date

Contracts Management

APPROVED:

County Attorney's Office Date

ACCEPTED

By: [Signature]
Contractor

Date Accepted: 7-29-11

(CORPORATE SEAL)

COUNTY APPROVAL:

By: [Signature]
Department Director (Under \$50,000)

Date Approved: 08/02/11

By: _____
County Administration (Under \$100,000)

Date Approved: _____

By: _____
Chairwoman
Board of County Commissioners
(Over \$100,000)
Date Approved: _____

MRL BACK UP FOR
SFB DEDUCT.

Tim Squires

From: Kevin Winter [KWinter@johnsoneng.com]
Sent: Friday, November 19, 2010 8:57 AM
To: Tim Squires
Subject: FW: Red sox fill from Posen
Attachments: image001.png

Tim, based on Vee Lofton's email below it looks like we do not match your quantities. We differ by about 1423.8 CY. Not a lot but enough to have a discussion about. We have our records ready to go over. Let me know how you want to get this resolved. It is probably best to meet face to face and get it resolved.

From: James V. Lofton
Sent: Thursday, November 18, 2010 4:25 PM
To: Kevin Winter
Cc: Ryan Bell
Subject: RE: Red sox fill from Posen

Kevin,

Hope all is well,

Material delivered through 11/18/2010:

Note: Posen has not been hauling any Material for a while to the RS facility, all though they have a lot of crushed material on the hill at Colonial.

120-1A Crushed Material hauled to date to RS = 17,942.40 cy. As of 10/27/10 last day hauled to RS on this item.

120-6A Embankment Material hauled off-site to date RS = 5,884.20 cy. As of 10/19/10 last day hauled to RS on this item.

Total Cy = 23,826.60 cy. $\textcircled{+} 3.25$ $\textcircled{+} 35$
 $\times 77.434.47$

Let me know if you would like the back up in detail provided.

*Thank you,
James Vee Lofton*

From: Kevin Winter
Sent: Thursday, November 18, 2010 2:51 PM
To: James V. Lofton
Subject: FW: Red sox fill from Posen

Vee, can you please verify the number below?

From: Tim Squires [mailto:tim.squires@kraftconstruction.com]
Sent: Wednesday, November 17, 2010 4:25 PM
To: Kevin Winter
Subject: Red sox fill from Posen

Kevin,

We have a total of 25,250.4 Cu. Yds. of material sent to the red Sox site from 9/15/2010 thru 10/26/2010 from the Posen site please check your records to see that we match.

Thanks



A Member of Manhattan Construction Group

Tim Squires

Senior Project Manager

Kraft Construction Company
Red Sox Spring Training Facility
11581 Daniels Parkway, Fort Myers, FL 33913
239.362-0479 phone | 239.689-4333 fax 239-734-0939 cell
www.kraftconstruction.com
www.manhattanconstruction.com

LEE COUNTY CONSTRUCTION CONTRACT
CHANGE ORDER

No.: 6

(A Change Order requires approval by the Department Director for expenditures under \$50,000, approval by the County Manager for expenditures between \$50,000.01 and \$100,000, or approval by the Board of County Commissioners for expenditures over \$100,000).

CONTRACT/PROJECT NAME: New Boston Red Sox Training Facility Stadium Package ~~(GMP 2)~~

CONTRACTOR: Manhattan Kraft Construction, Inc PROJECT NO.: 202499

CONTRACT NO.: 4864 BID NO.: 09-02

CHANGE REQUESTED BY: Robert Taylor DATE OF REQUEST: 7/22/11

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:

(If you need space other than what has been provided, please attach additional sheets.)

Description: 1. Zero out line item 31612(earthwork) from Site Phase (GMP 1) for fill. \$77,435.00
2. Increase the Following Line Items in the Stadium Bldg. Phase (GMP 2) divided to the following line items: 03113-\$100,000-Williams Construction; 26100-\$100,000-Michal Looney Electric and 05120-\$55,085.00-Cives Steel line items. \$255,085.00

Purpose of Change Order: Increase Line Items and Budget

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$44,830,924.00

Previous Change Order No. 0 to No. 5

\$<7,451,738.50>

Contract Price prior to this Change Order

\$37,379,185.50

Net Increase (Decrease) of this Change Order

\$332,520.00

Contract Price will all approved Change Orders

\$37,711,705.50

CHANGE IN CONTRACT TIME:

Original Contract Time

519 Calendar Days

Net Change from previous Change Orders

0 Calendar Days

Contract Time prior to this Change Order

519 Calendar Days

Net Increase (Decrease) of this Change Order

Calendar Days

Contract Time with all approved Change Orders

519 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

btg-2-11 ACCEPTED

COUNTY APPROVAL:

By: [Signature] 8/1/2011
Consultant (if applicable) Date

By: [Signature]
Contractor

By: [Signature]
Department Director (Under \$50,000)

By: _____
Department Director Date

Date Accepted: 7.29.11

Date Approved: 08/02/11

Contracts Management

(CORPORATE SEAL)

By: _____
County Administration (Under \$100,000)

APPROVED:

Date Approved: _____

County Attorney's Office Date

By: woman
Chairwoman
Board of County Commissioners
(Over \$100,000)

Date Approved: _____

MEL BACK UP FOR
SFB DEDUCT.

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A Member of Manhattan Construction Group

Tim Squires

Senior Project Manager

Kraft Construction Company

Red Sox Spring Training Facility

11581 Daniels Parkway, Fort Myers, Fl. 33913

239.362-0479 phone | 239.689-4333 fax 239-734-0939 cell

www.kraftconstruction.com

www.manhattanconstruction.com

MANHATTAN CONSTRUCTION GROUP

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

Blue Sheet No. 20110714

1. ACTION REQUESTED/PURPOSE:

Approve a FY10/11 budget amendment resolution allowing Lee County Department of Human Services to receive \$66,606 from FEMA Phase 29 Emergency Food and Shelter Program (EFSP).

2. FUNDING SOURCE:

FEMA Phase 29 Emergency Food and Shelter Program.

3. WHAT ACTION ACCOMPLISHES:

Amends and increases the existing Departmental budget by \$66,606 in emergency assistance funding allowing DHS to serve approximately 200 households in economic crisis.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C6A

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☐ Statute
☐ Ordinance
☒ Admin Code 3-6
☐ Other

9. Request Initiated

Commissioner:

Department: HUMAN SERVICES

Division: No Divisions

By: Ann Arnall

10. Background:

The local Emergency Food and Shelter Program has recommended that the Lee County Department of Human Services receive \$66,606 to use for housing and utility financial assistance to prevent homelessness or utility disconnection. FEMA does not provide administrative funds, and there is no match requirement.

The term of this funding is 09/01/2011 to 12/31/2011.

Funds will be available in the following account strings:

Revenue: 11100713808.331560.9007

Expenses: 11100713808.508303.105

11100713808.508303.106

Attachments : Budget Amendment Resolution

Grant-at-a Glance

EFSP Award letter

11. Required Review:

<i>Ann Arnall</i>	<i>Tricia Jackson</i>	<i>David Harris</i>	<i>Melody Bowers</i>	<i>Holly Schwartz</i>	
HUMAN SERVICES	Budget Analyst	Budget Services	County Attorney	County Manager	

12. Commission Action:

Hustad, Kim

To: Roger Mercado
Subject: RE: FEMA Board Plan

From: Roger Mercado [mailto:roger@unitedwaylee.org]

Sent: Wednesday, August 17, 2011 3:42 PM

To: Roger Mercado; 'Jennifer Benton (jbenton@actabuse.com)'; 'Maribel Slabaugh'; 'nicelyr@embarqmail.com'; Hustad, Kim; 'Capecarecenter@embarqmail.com'; 'Richard A. Roane'; 'Bill Fellows'; 'ICSLee'; 'BobSelle@aol.com'; 'sarah@ccmileecounty.com'; 'Susan Noble'; 'nationscharities@juno.com'; 'Danyale_Kinney@uss.salvationarmy.org'; 'Erica Villafuerte'; 'John Strickling'; 'abarnhart@hendryfla.net'; 'Fred Richards'

Subject: FEMA Board Plan

LEE COUNTY Housing/Utility Assistance		
ACT	3,996	Shelter Beds
Bonita Springs Assistance	13,321	11,321 Housing, 2,000 Utility
Lehigh Community Services	21,586	Utility Assistance
Lee County Human Services	66,606	59,950 Housing, 6,656 Utility
Cape Coral Caring Center	11,989	10,800 Utility, 1,189 Housing
FISH of Pine Island	4,662	4,000 Housing, 662 Utility
F.I.S.H of Sanibel	7,327	5,350 Housing, 1,977 Utility
ICSL of South Lee	7,327	4,800 Housing, 2,527 Utility
The Salvation Army	11,989	Shelter Beds
Food		
Amigos Center	4,662	Food Vouchers
Community Cooperative Ministries	33,304	6,654 Served Meals, 26,650 Food Purchase
Harry Chapin Food Bank	113,230	Food distribution to 50 partner 124 agencies (43,290 in designated House Accounts)
Nations Association	3,996	Food Vouchers
Lee Mental Health Center	11,989	Meals for Triage
F.I.S.H of Sanibel	1,365	Home Meal Delivery
The Salvation Army	13,321	Served Meals

FORWARD WITH AGREEMENT AND BLUE SHEETALL INFORMATION IS REQUIRED - **DO NOT LEAVE ANY BLANKS** - USE N/A WHEN NOT APPLICABLE**GRANT AT A GLANCE****GRANT AWARD INFORMATION**

1. County Grant ID (project #): 1007
2. Title of Grant: Emergency Food and Shelter Program
3. Amount of Award: \$66,606
4. Amount of Match Required: N/A
5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL XX CFDA #97.024	STATE <input type="checkbox"/> CSFA #
-------------------------	---------------------------------------

7. Agency Contract Number: N/A

8. Contract Period:	Begin Date: 09/01/2011	End Date: 12/31/2011
---------------------	------------------------	----------------------

9. Name of Subrecipient(s) N/A

10. Business Unit(s): 100713808

11. Scope of Grant: (describe project). This program provides financial assistance with rent, mortgage and utility payments for households experiencing a documented financial crisis.

12. Has this Grant been Funded Before? XX YES ☐ NO If YES When? last 11 years

13. Is Grant Funding Anticipated in Subsequent Years? X YES ☐ NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO XXX

If YES What is the Lee County Budget Impact:

1st Year	2 nd Year	3 rd Year
4 th Year	5 th Year	

Check Box if Additional Information on Program and Budget Impact
is provided in *Comment Section* on page 2 ☐

ADMINISTERING DEPARTMENT INFORMATION

1. Department: Human Services
2. Contacts:

Program Mgr. Kim Hustad	Phone #: 533-7916
Fiscal Mgr. Barb Hollis	Phone #:533-7923

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

1. Grantor Agency: National Emergency Food and Shelter Program
2. Program Title/Division: Federal Emergency Management Agency
3. Agency Contact:
4. Phone Number: 703-706-0660
5. Mailing Address: 701 North Fairfax Street
Alexandria, VA 22314-2064

SOURCE OF FUNDS

1. Original Funding
Source: EFSP/FEMA
(name of agency where funding originated from)
2. Pass Through Agency: United Way of Lee County-LRO Board
3. Additional Information for Other Agencies Involved:
- 3a. Is the County a Grantee
or Subrecipient in #3 above: Subrecipient

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES X NO ☐
- (Example: you need to return interest earnings)

Please Explain: Accountable for interest earned

2. Is funding received in advance? YES X NO ☐
- (If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

Interest can be spent on grant activities

COMMENTS--INSTRUCTIONS:

RESOLUTION

Amending the FEMA Food & Shelter Fund #13808 Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2010-2011.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the FEMA Food & Shelter Fund #13808 budget for \$66,606 of the unanticipated revenue from Housing Opportunities for Persons with AIDS (HOPWA) and an appropriation of a like amount for salaries and;

WHEREAS, the FEMA Food & Shelter Fund #13808 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$298
Additions		

11100713808.331560.9007	FEMA Food & Shelter	\$66,606
-------------------------	---------------------	----------

Amended Total Estimated Revenues		\$66,904
----------------------------------	--	----------

APPROPRIATIONS

Prior Total:		\$298
Additions		

11100713808.508303.105	Indigent Rent & Utilities	\$56,600
11100713808.508303.106	Indigent Rent & Utilities	\$10,006

Amended Total Appropriations		\$66,904
------------------------------	--	----------

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the FEMA Food & Shelter Fund #13808 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2011.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

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

Blue Sheet No. 20110715

1. ACTION REQUESTED/PURPOSE:

(1) Accept a private \$5,000 cash donation to the Department of Human Services to be used to assist homeless families with children (2) Approve a FY10/11 budget amendment resolution.

2. FUNDING SOURCE:

Individual donor that requests anonymity.

3. WHAT ACTION ACCOMPLISHES:

Provides \$5,000 to the Department of Human Services allowing the Family Self Sufficiency Program to meet unique needs of homeless families and children.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C6B

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☐ Statute
☐ Ordinance
☒ Admin Code 3-12 and 3-6
☐ Other

9. Request Initiated

Commissioner:

Department: HUMAN SERVICES

Division: No Divisions

By: Ann Arnall

10. Background:

The Family Self Sufficiency Program received \$5,000 from a private donor who desires to support homeless families with children in their efforts to secure self sufficiency. Funds will be used for activities or items not eligible under other funding sources.

Funds will be available in the following account strings:

Revenue: FC5640113828.366900.9017

Expenses: FC5640113828.508309.536

11. Required Review:

<i>Ann Arnall</i>	<i>Tricia Jackson</i>	<i>David Harris</i>	<i>Melody Bowers</i>	<i>Holly Schwartz</i>	
HUMAN SERVICES	Budget Analyst	Budget Services	County Attorney	County Manager	

12. Commission Action:

RESOLUTION

Amending the Children's Donation Fund #13828 Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2010-2011.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Children's Donation Fund #13828 budget for \$5,000 of the unanticipated revenue from individual donor that requests anonymity and an appropriation of a like amount for other grants and aid and;

WHEREAS, the Children's Donation Fund #13828 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$19,499
Additions		
FC5640113828.366900.9017	Contributions/Donations	\$5,000
Amended Total Estimated Revenues		\$24,499

APPROPRIATIONS

Prior Total:		\$19,499
Additions		
FC5640113828.508309.536	Other Grants & Aids	\$5,000
Amended Total Appropriations		\$24,499

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Children's Donation Fund #13828 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2011.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

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

Blue Sheet No. 20110732

1. ACTION REQUESTED/PURPOSE:

Authorize application to Florida Department of State, Division of Library Information Services for Fiscal Year 2011-2012 State Aid to Libraries Grant. State Statute requires application by October 1, 2011 to be considered eligible for Chapter 257 funds.

2. FUNDING SOURCE:

No Lee County funding required.

3. WHAT ACTION ACCOMPLISHES:

Allow staff to recommend Lee County apply for 2011-2012 State Aid to Libraries Grant Funds.

4. MANAGEMENT RECOMMENDATION: Recommends approval

5. Departmental Category: C7A

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☒ Statute 257FS
☐ Ordinance
☐ Admin Code
☐ Other

9. Request Initiated

Commissioner: All
Department: LIBRARY
Division: No Divisions
By: Sheldon Kaye

10. Background:

Section 257.23 of the Florida Statutes states "The Board of County Commissioners of any County desiring a grant under the provision of State Statutes 257.14-257.25 shall apply therefore to the Division of Library and Information Services on or before October 1st of each year on a form to be provided by the Division".

The amount to be appropriated will be furnished after December 01, 2011.

The State will distribute all grant funds by June 30, 2012.

Attachments:

- 1) Certification of Local Operating Expenditures
- 2) Expenditure Report
- 3) Grant Agreement (2 copies)

11. Required Review:

<i>Sheldon Kaye</i>	<i>Dawn Perry-Lehnert</i>	<i>Thelma Davis</i>	<i>Tricia Jackson</i>	<i>David Harris</i>	<i>Holly Schwartz</i>
LIBRARY	County Attorney	Budget Analyst	Grants	Budget Services	County Manager

12. Commission Action:

FY2011-2012 STATE AID TO LIBRARIES GRANT APPLICATION
Form DLIS/SA01

Library Name: Lee County Library System

1B Certification of Local Operating Appropriations for New Libraries

(Complete this section only if the applicant is a newly established public library in the first two years of operation.)

We hereby certify that the following total funds from local sources are appropriated to be expended centrally during the fiscal year beginning October 1, 2011 and ending September 30, 2012 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

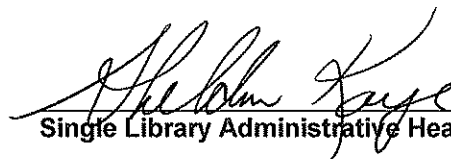
We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds appropriated to be expended centrally by the library for the operation and maintenance of a library between October 1, 2011 and September 30, 2012.

\$ N/A

SIGNATURES:


Library Finance Manager


Single Library Administrative Head

Sue Lange
Typed Name

Sheldon Kaye
Typed Name

9/6/11
Date

9/6/11
Date

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES**

**EXPENDITURE OR APPROPRIATION REPORT
Form DLIS/SA01**

Library Name: Lee County Library System

Check Applicable

☒ **Expenditure Report - October 1, 2009 - September 30, 2010**

☐ **Appropriation Report - October 1, 2011 - September 30, 2012**

(Provide appropriation only if the applicant is a newly established public library in the first two years of operation.)

EXPENDITURE/ APPROPRIATION CATEGORY	FUNDING OR REVENUE SOURCES:				TOTAL
	LOCAL	STATE	FEDERAL	OTHER	
10 Personnel Services	12,594,067				12,594,067
30 Operating Expenses	8,326,977	224,513	739 (NEH 110973)		8,552,229
60 Capital Outlay (Non-Fixed)	3,160,603	992,922			4,153,525
Other					
Total for the operation & maintenance of the library	24,081,647	1,217,435	739		25,299,821

60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)	1,455,603	350,000 (Per single audit, p.8 Year Ending Sept. 30, 2010)			1,805,603
--	-----------	---	--	--	-----------

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

The Applicant (Grantee) Lee County Board of County Commissioners
(Name of library governing body)

Governing body for Lee County Library System
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

I. The Grantee agrees to:

- a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program. Funds will not be used for lobbying the Legislature, the judicial branch, or any state agency.
- b. Provide the Division of Library and Information Services (DIVISION) with statistical, narrative, financial, and other reports as requested.
- c. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this agreement.
- d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.
- e. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part e., paragraph 1, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the Grantee expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the grantee expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <https://apps.fldfs.com/fsaa/>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Grantee directly to each of the following:

A. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
R.A. Gray Building, Room 114A
500 South Bronough Street
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees to:

- a. Provide a grant in accordance with the terms of this agreement in consideration of the Grantee's performance hereinunder, and contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the Grantee beyond that already incurred by

the termination date. In the event of a state revenue shortfall, grants shall be reduced in accordance with Section 257.195, *Florida Statutes*.

- b. Notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes* and guidelines for the State Aid to Libraries Grant Program.
- c. Distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.

III. The Grantee and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken. If any matter arising out of this Contract becomes the subject of litigation, venue shall be in Leon County.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. The DIVISION shall unilaterally cancel this agreement if the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, *Florida Statutes*.
- f. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest, or cost of collection.
- g. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants, or employees; nor shall the Grantee exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee.
- h. The Grantee, other than a Grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities

performed under this agreement and shall investigate all claims at its own expense.

- i. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- j. The Grantee, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the DIVISION. Under this agreement, Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- k. The Grantee shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.60, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- l. This agreement shall bind the successors, assigns, and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the DIVISION.
- m. This agreement shall be terminated by the DIVISION because of failure of the Grantee to fulfill its obligations under the agreement in a timely and satisfactory manner unless the Grantee demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by Grantee shall be determined by the DIVISION, based on the terms and conditions imposed on the Grantee in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide Grantee a written notice of default letter. Grantee shall have 15 calendar days to cure the default. If the default is not cured by Grantee within the stated period, the DIVISION shall terminate this agreement, unless the Grantee demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the Grantee's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

- n. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the Grantee, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE

Chair of Governing Body or
Chief Executive Officer

Typed Name

Date

Clerk or Chief Financial Officer

Typed Name and Title of Official

Date

THE DIVISION

Florida Department of State
Division of Library and Information Services

Typed Name

Date

Division Witness

Division Witness

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

The Applicant (Grantee) Lee County Board of County Commissioners
(Name of library governing body)

Governing body for Lee County Library System
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

I. The Grantee agrees to:

- a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program. Funds will not be used for lobbying the Legislature, the judicial branch, or any state agency.
- b. Provide the Division of Library and Information Services (DIVISION) with statistical, narrative, financial, and other reports as requested.
- c. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this agreement.
- d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.
- e. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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If the Grantee expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the grantee expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

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B. The Auditor General's Office at the following address:

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- f. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees to:

- a. Provide a grant in accordance with the terms of this agreement in consideration of the Grantee's performance hereinunder, and contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the Grantee beyond that already incurred by

the termination date. In the event of a state revenue shortfall, grants shall be reduced in accordance with Section 257.195, *Florida Statutes*.

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- c. Distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.

III. The Grantee and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken. If any matter arising out of this Contract becomes the subject of litigation, venue shall be in Leon County.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. The DIVISION shall unilaterally cancel this agreement if the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, *Florida Statutes*.
- f. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest, or cost of collection.
- g. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants, or employees; nor shall the Grantee exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee.
- h. The Grantee, other than a Grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities

performed under this agreement and shall investigate all claims at its own expense.

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- j. The Grantee, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the DIVISION. Under this agreement, Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
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- l. This agreement shall bind the successors, assigns, and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the DIVISION.
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IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE

Chair of Governing Body or
Chief Executive Officer

Typed Name

Date

Clerk or Chief Financial Officer

Typed Name and Title of Official

Date

THE DIVISION

Florida Department of State
Division of Library and Information Services

Typed Name

Date

Division Witness

Division Witness

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

Blue Sheet No. 20110740

1. ACTION REQUESTED/PURPOSE:

Request authorization to advertise and set a Public Hearing on October 11, 2011 at 9:30 a.m., to amend the Taxicab & Livery Ordinance 11-07.

2. FUNDING SOURCE:

N/A

3. WHAT ACTION ACCOMPLISHES:

Sets Public Hearing date of October 11, 2011 at 9:30 a.m. in order for the Board to formally adopt amending Ordinance 11-07 Taxicab & Livery.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: C7B

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☐ Statute
☐ Ordinance
☐ Admin Code
☐ Other

9. Request Initiated

Commissioner: All

Department: PUBLIC RESOURCES

Division: No Divisions

By: Peter Winton

10. Background:

Currently Ordinance 11-7 states Taxicab & Livery Drivers will obtain background checks through the Lee County Sheriff's office. Since the adoption of this Ordinance, the Sheriff's office was informed their "user agreement" will not allow their access to conduct background checks for Lee County Government. Instead Lee County Government will need to apply for their own access. In order to do so, our Ordinance will need to be amended to include specific language as stated in the Sheriff's memo attached.

11. Required Review:

<i>Peter Winton</i>	<i>Scott Covert</i>	<i>Anne Henkel</i>	<i>David Harris</i>	<i>Peter Winton</i>	
PUBLIC RESOURCES	County Attorney	Budget Analyst	Budget Services	County Manager	

12. Commission Action:



M E M O R A N D U M

TO: Rosanna Herrera
Jed Schneck
Peter Winton

FROM: Lieutenant James Drzymala

DATE: August 18, 2011

RE: Tow and Taxi Ordinance

Ladies and Gentlemen:

When we embarked upon changing the existing ordinances criminal history checks were desired on a state and national level. The purpose was to limit exposure and access these operators / employees have to citizens, visitors, and at times vulnerable people when they have a criminal history. Currently there are no regulations in this area for Lee County.

The Lee County Sheriffs Office has an "ORI" assigned by the FBI and has a user agreement in place with the FBI and the Florida Department of Law Enforcement for terminal access. This agreement is very detailed and is monitored closely for compliance. We were informed in the early stages it was acceptable for us to use our access to check the histories based on the law changes. Last week we were told we could not use this system and were directed to the local Live Scan Centers who can run these checks. Two problems began to emerge.

Problem one involved the type of check, and problem two was the user agreement needed and dissemination of information. The Florida Department of Business and Professional Regulation has no rule or system in place to use their existing "ORI" numbers to check these classes of employees or businesses. Under current laws no one requires DBPR or anyone else to qualify or run national checks on taxi or tow businesses therefore no agreement from FDLE or FBI to disseminate the information or check anyone from these organizations exists.

After discussions with various people a solution was obtained, but it will change what was originally expected to be a role the Sheriff or designee could fill.



August 18, 2011

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Both ordinances need to include specific language, and the following was what I was told by FDLE needs to be done for Lee County Government to be assigned an "ORI" number by the FBI.

The county ordinance must indicate who will be screened using the ORI number (tow drivers/operators or taxi drivers / operators in each ordinance). It must also state fingerprints will be submitted to FDLE for a state criminal history check and the FBI for a national criminal history check.

The request should be submitted on county letter and include the following information:

- *Requesting and ORI for state and national criminal history information per the county ordinance
- *Contact name, phone number and mailing address for point of contact.
- *Include a copy of the ordinance for review by the FBI

Submit the request to:
Bureau Chief Martha Wright
User Services Bureau
PO Box 1489
Tallahassee, FL 32302

After review, the FBI can issue an "ORI" and then print cards could be obtained to have these histories checked in accordance with policy. Existing systems such as Live Scan could be used once the "ORI" is assigned and when the check is completed. The agency or agent point of contact in Lee County Government could receive the history check in 24 to 72 hours after an applicant gets their prints done at a Live Scan Center.

By using a Live Scan Center, the applicant pays them and registers online to have the prints run and results are returned, in this case to the County. This should keep payments etc outsourced. There is a cost at this time of approximately fifty four dollars to the applicant. It is between the applicant and the business they work for to determine who pays. We should leave this to the industry to decide if the employee or the business will pay. This matter is for them to work out.

The only other alternative is to only run a State Criminal History through FDLE. No "ORI" is needed. It costs twenty four dollars and be obtained and delivered by the applicant through the FDLE web site. This is a limited criminal history for Florida only. With a transient population and no way to obtain information otherwise omitted by applicants, this will result in people slipping through the cracks in the limited check. I do not support this option, but wanted to let you know this does exist.

August 18, 2011

Page 3

I recommend the County amend the ordinances to include the National Checks and apply for the "ORI" number. These ordinances could provide for temporary waiver of the backgrounds until the FBI assigns a number and the process can begin. I am told several weeks and up to a couple months for the process to be approved or denied is common. My contact had no information to indicate Lee County would be denied since the need is based on a promulgated law making the checks mandatory.

I apologize for the late change in the plan, but I was just informed and was working on a viable solution so the same outcome for public safety could be maintained. Please do not hesitate to contact me for further assistance of questions relating to the criminal history checks.

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

Blue Sheet No. 20110710

1. ACTION REQUESTED/PURPOSE:

Approve listing of three (3) Mandatory Garbage Hardship Payment Deferral requests for Fiscal Year 2011/2012, October 1, 2011 through September 30, 2012. Approved listing of parcels will be submitted to the Property Appraiser for proper notation on the solid waste roll, and the Solid Waste Division will record a lien against the applicant's property.

2. FUNDING SOURCE:

Not applicable.

3. WHAT ACTION ACCOMPLISHES:

Defers payment, and provides for the recording of liens under the Mandatory Garbage Hardship Deferral Program.

4. MANAGEMENT RECOMMENDATION: Approve attached listing of Mandatory Garbage Hardship Payment Deferral requests for Fiscal Year 11-12.

5. Departmental Category: C8A

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☐ Statute
☒ Ordinance 11-03
☒ Admin Code 10-2
☐ Other

9. Request Initiated

Commissioner: All
Department: SOLID WASTE
Division: No Divisions
By: Lindsey Sampson

10. Background:

On May 31, 2011 the Board approved Ordinance 11-03. Section 6.7(a) of the Ordinance provides a specific mechanism for deferring solid waste assessment payments given that the residential property owners meet certain conditions.

Included with Administrative Code AC-10-2 are provisions for Hardship Payment Deferrals. The purpose of a Hardship Payment Deferral is to allow a lien to be placed against the applicant's property until yearly garbage service fees can be made. Eligibility for this deferral is determined according to the Administrative Code.

Attachment: Listing of approved Hardship Deferral Applicants.

11. Required Review:

<i>Lindsey Sampson</i>	<i>Tricia Jackson</i>	<i>Andrea Fraser</i>	<i>David Harris</i>	<i>Doug Meurer</i>	
SOLID WASTE	Budget Analyst	County Attorney	Budget Services	Public Works Director	

12. Commission Action:

2011/2012 HARDSHIPS FOR SOLID WASTE ASSESSMENT

LOW

Applicant' Name Strap #	Customer #	No. of Res. In Home	Income Total (12 months)	Income Level 80% of median	Approved/ Denied	2011/2012 Lien Amount	Area #
Lillian Nance 04-44-25-16-00009.0170	8	6	\$34,715.72	\$54,450.00	Approved	\$188.83	4
Loren Wieland 20-46-25-04-00010.0030	43	2	\$19,728.00	\$32,850.00	Approved	\$199.99	3
Frances E. Rudd 01-44-24-02-00000.0760	1	1	\$8,364.00	\$32,850.00	Approved	\$215.35	5

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

Blue Sheet No. 20110717

1. ACTION REQUESTED/PURPOSE:

Approve amended Agreement between Lee Memorial Health System and Lee County Board of County Commissioners for Intra and Inter-facility transport services.

2. FUNDING SOURCE:

N/A

3. WHAT ACTION ACCOMPLISHES:

Establishes Lee County Emergency Medical Service (EMS) as the primary ambulance provider for Intra and Inter-facility transport services for Lee Memorial Health System.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C10A

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☐ Statute
☐ Ordinance
☐ Admin Code
☒ Other

9. Request Initiated

Commissioner:

Department: PUBLIC SAFETY

Division: Emergency Medical Services

By: John Wilson

10. Background:

Lee County EMS through a collaborative effort with Lee Memorial Health System (LMHS) has agreed to provide Intra and Inter-facility transport services of patients requiring an ambulance for transport from one medical facility to another facility. Lee County EMS and LMHS have established and agreed to the attached billing guidelines for all transports.

The original agreement was approved by the Board on June 14, 2011. Since then, the document has been amended to 1) clarify the different types inter-facility medical transports provided by EMS; 2) list the ground ambulance and helicopter inter-facility transport rates LMHS agrees to reimburse Lee County when a medically unstable and underinsured pediatric patient is picked up at an out-of-county medical facility and transported to The Children's Hospital at Health Park. These changes require the Board to approve the amended language.

Attachments

- 1) Agreement
- 2) Billing Guidelines

11. Required Review:

<i>John Wilson</i>	<i>Robert Franceschini</i>	<i>Andrea Fraser</i>	<i>Tricia Jackson</i>	<i>David Harris</i>	<i>Holly Schwartz</i>
PUBLIC SAFETY	Purchasing	County Attorney	Budget Analyst	Budget Services	County Manager

12. Commission Action:

EXHIBIT A

Lee County EMS and Lee Memorial Health System Intra and Inter-facility Transport Billing Policy and Procedure

Policy Guidelines

1. Billing for Medicare, Medicaid and Veteran's Administration (VA) beneficiaries will follow the published guidelines below.
 - 1.1. Medicare Benefits Policy Manual, Chapter 10 Ambulance Services.
 - 1.2. Florida Medicaid Ambulance Transportation Services Manual.
2. Specific guidelines applicable to this procedure include:
 - 2.1. The definition of payment responsibility per the Medicare Benefits Policy Manual, Chapter 10 Ambulance Services, Section 10.3.3. These guidelines will be utilized to determine the patient discharge designation.
 - 2.1.1. The insurer has payment responsibility when the pickup and destination facilities have different provider IDs. In these cases, the patient discharge designation will be "discharged".
 - 2.1.2. The insurer has payment responsibility when the pickup and destination facilities have the same provider IDs, and the patient status is outpatient to inpatient, inpatient to outpatient or outpatient to outpatient. In these cases, the patient discharge designation will be "discharged".
 - 2.1.3. The hospital provider has payment responsibility when the pickup and destination facilities have the same provider IDs and the patient is going from an inpatient to inpatient status. In these cases, the patient discharge designation will be "non-discharged".
 - 2.1.4. The hospital provider has payment responsibility when the patient is admitted to the hospital and the patient needs to be transported to another hospital or site temporarily for specialized care or a procedure while maintaining their inpatient status. In these cases, the patient discharge designation will be "non-discharged".
 - 2.2. The definition of medical necessity is found in the Medicare Benefits Policy Manual, Chapter 10 Ambulance Services, Section 10.2.1. Medical necessity is established when the patient's condition is such that use of any other method of transportation is contraindicated as determined by the patient care report.

Procedure

1. Face sheets will be provided by the Transfer Center Team for all Lee Memorial Health System (LMHS) intra and inter-facility transports at the time of transport, as well as faxed daily to the Lee County EMS (LCEMS) billing team. Information on the face sheet will include, but not be limited to:
 - 1.1. Originating facility discharge designation.
 - 1.2. Patient demographic information when available.
 - 1.2.1. Full name

- 1.2.2. SSN
- 1.2.3. DOB
- 1.2.4. Full address
- 1.2.5. Phone #
- 1.2.6. Patient insurance information when available.
 - 1.2.6.1. Name, including WEB-TPA.
 - 1.2.6.2. Policy #.
 - 1.2.6.3. Group #
- 1.2.7. Charity designation.

- 2. A Physician Certification Statement (PCS) is to be obtained by LCEMS from the sending campus RN staff before departing that campus. LCEMS will not perform the transport services if a PCS form is not received. Information on the PCS form will include, but not be limited to:
 - 2.1. Transfer date.
 - 2.2. Originating facility.
 - 2.3. Destination facility.
 - 2.4. Reason for transfer to support the medical necessity determination.
 - 2.5. Bed confinement designation.
 - 2.6. Authorized signature (attending physician, discharge planner, etc.).
- 3. The LCEMS billing team will scan the face sheets and PCS forms, associate them to the patient care report (PCR) record in Image Trend, and provide them to LCEMS's billing company each business day.
- 4. The LCEMS's billing company will follow the procedures outlined below for billing the transports.
 - 4.1. Medicare, Medicaid, and VA primary beneficiaries will be addressed as outlined below.
 - 4.1.1. Non-discharged patients will be billed to LMHS.
 - 4.1.2. Discharged patients will be billed to the insurance company. Exceptions include:
 - 4.1.2.1. Transports that are deemed to be not medically necessary will be billed to LMHS.
 - 4.1.2.2. Transports missing a PCS form will be billed to LMHS.
 - 4.1.3. Balances remaining (copays, deductibles, etc.) for discharged patients after insurance correspondence processing (denials, appeals, etc.) will be sought after from the patient, and may result in the patient being sent to a collection agency.
 - 4.2. Commercial primary beneficiaries will follow the guidelines outlined below.
 - 4.2.1. All patients will be billed to the insurance company.
 - 4.2.2. Balances remaining (copays, deductibles, short pays, etc.) after insurance correspondence processing (denials, appeals, etc.) will be sought after from the patient, and may result in the patient being sent to a collection agency. Exceptions include:

- 4.2.2.1. HMO short pay amounts, which per Florida law cannot be balanced billed to the patient. Remaining balances will be addressed by LCEMS in the annual write-off process.

4.3. Self pay patients will follow the guidelines outlined below.

4.3.1. All patients will be billed. Exceptions include:

- 4.3.1.1. Patients identified as Charity or WEB-TPA will be billed to LMHS.
- 4.3.1.2. Patients with a bad address will be billed to LMHS after LCEMS's billing vendor has attempted to obtain the patient's address.

4.3.2. Balances remaining after having made at least two attempts to collect the remaining balance from the patient will be billed to LMHS. LMHS bill timing will be at least 30 days after the second patient contact following the most recent or non-payment. For example, the patient is sent two statements and no payments are received. The account would be eligible for billing to LMHS 30 days after the second patient statement date.

5. The LCEMS EMS billing company will invoice LMHS on a monthly basis for all accounts meeting the criteria outlined in this document. The detailed invoice information will be provided in an Excel spreadsheet that will contain the following fields:

- 5.1. LCEMS Account #
- 5.2. Incident date
- 5.3. Date/Time of onset
- 5.4. Patient last name
- 5.5. Patient first name
- 5.6. Patient SSN
- 5.7. Patient DOB
- 5.8. Level of Service
- 5.9. Pick Up Address
- 5.10. Receiving facility
- 5.11. Gross charges
- 5.12. Amount paid
- 5.13. Amount adjusted
- 5.14. Balance remaining
- 5.15. Reason for billing LMH per the guidelines outlined above.

6. LMHS will review the invoice and provide payment for undisputed invoices no later than 30 days from receipt. It is recognized that exceptions may occur outside of the process defined in this document. In these instances, the parties will work together to understand the situation, obtain any additional supporting information, and reach mutual agreement on next steps. For example, documentation concerns supporting the medical necessity determination, additional attempts to obtain PCS forms, etc. If the parties are unable to resolve any issue, the issue will be resolved pursuant to paragraph 25 of the agreement.

7. If an independent third party payor or governmental health plan refuses to pay for patient services because of billing errors performed by or on behalf of LCEMS, LMHS will not pay LCEMS for the transfer of these patients and LCEMS will be responsible to correct such errors and properly bill for such patient services. LCEMS will provide billing records for LMHS patients upon request from LMHS.

LCEMS and LMH understand that the billing processes will require updates as exceptions are discovered and resolved, regulations change, etc. Changes must be made in writing and approved by both parties with at least 60 days notice prior to the effective date of the changes.

Lee County EMS Representative

Name: _____

Signature: _____

Date: _____

**Lee Memorial Health System
Representative**

Name: _____

Signature: _____

Date: _____

**INTERLOCAL AGREEMENT FOR
TRANSPORTATION SERVICES
BY AND BETWEEN
LEE COUNTY AND LEE MEMORIAL HEALTH SYSTEM**

THIS INTERLOCAL AGREEMENT (“Agreement”) made this ____ day of _____, 2011, by and between the **LEE COUNTY BOARD OF COMMISSIONERS** through its Lee County Emergency Medical Services Division, a political subdivision and Charter County of the State of Florida (“LCEMS”) and **LEE MEMORIAL HEALTH SYSTEM**, a special purpose unit of local government, created by Special Act of the Florida Legislature (“LMHS”), collectively, “the Parties”, hereto.

RECITALS

WHEREAS, LCEMS operates ambulance transportation services in Lee County Florida and LMHS operates acute care facilities in Lee County, Florida; and

WHEREAS, LCEMS currently provides advanced life support and basic life support inter-facility transportation services for LMHS; and

WHEREAS, LCEMS and LMHS have previously entered into a written agreement for such services and desire to replace that agreement in its entirety with this Interlocal Agreement (“Agreement”); and

WHEREAS, LMHS wishes to retain LCEMS to continue to provide ambulance transportation, as requested and medically necessary to patients at LMHS’ locations; and

WHEREAS, LCEMS is willing to provide inter-facility and intra-facility transportation services to LMHS; and

WHEREAS, LCEMS and LMHS have determined that it is in the best interest of Lee County citizens to provide an enhanced level of transportation services as described in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. RECITALS

The Recitals shall be incorporated as though fully set forth herein.

2. SERVICES

- A) Intra-Facility Transports: LCEMS will provide intra-facility (in-county) ambulance transportation for both adult and pediatric patients as requested by LMHS during the Term of this Agreement. (“Services”) All ambulances utilized pursuant to this Agreement will have all required equipment present and operational.
- B) Inter-Facility Transports: LCEMS will provide inter-facility (in-county to out-of-county) ambulance transportation for both adult and pediatric patients as requested by LMHS during the Term of this Agreement. (“Services”) All ambulances utilized pursuant to this Agreement will have all required equipment present and operational.
- C) Out-of County Inter-Facility Transports: LCEMS will provide ambulance transportation as requested by LMHS for medically unstable pediatric patients located in out-of county medical facilities and are transported to LMHS Children’s Hospital during the Term of this Agreement. (“Services”) All ambulances utilized pursuant to this Agreement will have all required equipment present and operational. Transportation includes LCEMS picking up The Children’s Hospital (TCH) pediatric intensive care unit (PICU) team at a designated location and transported to out-of-county medical facility.

3. NOTIFICATION

LMHS will notify LCEMS through the LMHS Transfer Center when LCEMS services are needed pursuant to this Agreement. Such notification shall occur as soon as possible after LMHS learns of the need for the facility transfer. LCEMS will provide LMHS with reasonable and timely notice of any anticipated or actual delay in its ability to provide the Services but LCEMS will make reasonable efforts to meet the requested time for pick up by LCEMS.

4. LMHS PERSONNEL

LMHS will provide personnel to accompany patients during transfer when required for specialized care that cannot be provided by LCEMS personnel. This may include but shall not be limited to neonatal teams, advanced cardiac equipment (IABP) or other critical care components. LCEMS will devote its full cooperation to LMHS personnel in such situations.

5. TREATMENT GUIDELINES

LCEMS personnel shall abide by the Lee County EMS Common Treatment Guidelines unless specifically amended by either mutually agreed to protocols of the LCEMS and LMHS Medical Directors designed to guide the treatment and transportation of the patients identified within the scope of this Agreement, or the medical direction received from the attending LMHS specialty physician(s) overseeing care orders for patient treatment during a specified transport.

6. PHYSICIAN CERTIFICATION STATEMENT

LMHS shall provide a completed and signed Physician Certification Statement (PCS) for all patients requiring non-emergency ambulance transport from an LMHS facility to another medical facility.

7. MEDICAL RECORDS

LMHS shall provide a copy of all pertinent medical records to accompany the patient to the final transport destination.

8. PATIENT PREPARATION

LMHS shall ensure that patient(s) are prepared and ready for transport by providing any and all clinical support supplies, medications and any special equipment, when a patient is being transported from an LMHS facility to another medical facility.

9. LCEMS RESPONSIBILITY FOR LMHS EQUIPMENT

LCEMS shall document the receipt of any LMHS equipment necessary for the convenient transfer of patients, assume custody for such during the transfer, and return such to the appropriate department as soon as practicable after the transfer.

10. PATIENT VALUABLES

LCEMS shall document the receipt of patient valuables, assure custody for such upon receipt, and deliver such to a responsible party at the receiving facility.

11. MEETINGS

LCEMS and LMHS representatives agree to meet on a regular basis, at mutually acceptable times for the purpose of reviewing policies and procedures applicable to inter/intra-facility ambulance transports.

12. BILLING AND PAYMENT

A) Except for Out-of-County inter-facility pickup of pediatric patients, billing and payment for Services shall be performed in compliance with the attached Exhibit A- Lee County EMS and Lee Memorial Health System Intra and Inter-Facility Transport Billing Policy and Procedure – and such Exhibit is incorporated into this Agreement as though fully set forth herein.

- B) LMHS agrees to pay LCEMS for ambulance transport of Medicaid or Self-Pay medically unstable pediatric patients picked up at an out-of-county medical facility and transported to TCH. A transport fee of \$800.00 for ground ambulance transport plus \$10.00 / mile will be billed directly to LMHS. Should LMHS request a Medstar helicopter be used to pickup an out-of-county medically unstable pediatric patient who is designated Medicaid or Self-Pay, LMHS agrees to pay LCEMS \$4,000.00 for air transport plus \$50.00 / air mile.
- C) The billing and payment for pediatric patients covered by private insurance policies, will adhere to Exhibit A- Lee County EMS and Lee Memorial Health System Intra and Inter-Facility Transport Billing Policy and Procedure.

13. TERM

This Agreement shall commence on the ___ day of _____, 2011, and shall continue until terminated by either Party upon not less than thirty (30) days prior written notice to the other Party or as otherwise agreed by the Parties.

14. JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the state of Florida and any claim based upon this Agreement shall be brought in Lee County, Florida.

15. NOTICES

All notices or other writings required under this Agreement shall be mailed via US Postal Service, return receipt requested or overnight courier service, and shall be considered having been provided on the date of delivery at the following addresses:

To LCEMS: Lee County EMS

To LMHS: Lee Memorial Health System

Attn. _____

16. PROCEDURES

LCEMS agrees to support and adhere to LMHS procedures and policies regarding quality assurance, risk management and utilization review.

17. MAINTENANCE OF RECORDS

LCEMS shall prepare and maintain medical, financial and other records in connection with the services rendered to LMHS patients. Such records shall be maintained in accordance with prudent record-keeping procedures and as required by applicable Federal and state laws and regulations. LCEMS will furnish LMHS copies of medical records pertaining to LMHS patients upon request.

18. INDEMNIFICATION BY LCEMS

To the extent permitted by law, LCEMS will hold LMHS harmless from any claims, judgments or suits based upon any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of Lee County in any way connected to the terms of this Agreement and shall indemnify LMHS for any costs associated with any such claims, judgments or suits including but not limited to attorney fees, witness fees and judgments, in accordance with the general laws of the State of Florida.

19. INDEMNIFICATION BY LMHS

LMHS will hold LCEMS harmless from any claims, judgments or suits based upon any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of LMHS in any way connected to the terms of this Agreement and shall indemnify LCEMS for any costs associated with any such claims, judgments or suits including but not limited to attorney fees, witness fees and judgments, in accordance with the general laws of the State of Florida, subject to the limitations set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

20. WAIVER OR BREACH

The waiver by either Party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any other subsequent breach.

21. PARAGRAPH HEADINGS

The section headings contained within this Agreement are for convenience and description only and shall not affect in any manner the meaning or interpretation of this Agreement.

22. ASSIGNABILITY

Neither this Agreement nor any right duty or obligation created by this Agreement shall be assigned, in whole or in part, by LCEMS without prior written consent of LMHS.

23. ENTIRE AGREEMENT

This Agreement, together with the attachments hereto, express the entire understanding of the Parties and shall supersede and replace any prior agreements between the Parties for the services described herein.

24. AMENDMENT

All amendments to or alteration of this Agreement require the written consent of both Parties.

25. DISPUTE RESOLUTION

In the event that a dispute arises between the Parties to this Agreement, the Parties agree that prior to filing any legal proceeding that they shall meet and attempt to resolve such dispute in earnest. Should the Parties be unable to resolve a dispute they will engage the services of a mediator and attempt to mediate such dispute. The Parties shall split the cost of any such mediator.

26. INVALID PROVISION

If a court of competent jurisdiction, or ruling of regulatory agency, determines that any provision of this Agreement is invalid, the rest of the Agreement shall not be deemed terminated or invalid and the Parties shall either continue under the Agreement by striking the invalid provision or, if striking the invalid provision will substantially alter the intent of the Agreement, the Parties will negotiate new terms that will allow the Agreement to continue and become compliant with such determination.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have caused this Agreement to be executed on the day and year first written above.

ATTEST:

BOARD OF DIRECTORS,
LEE MEMORIAL HEALTH SYSTEM

By: _____
Witness

By: _____
Chairman

ATTEST: CHARLIE GREEN
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: _____
Office of County Attorney

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20110712

1. ACTION REQUESTED/PURPOSE:

Request Board approval for the closing of the Midpoint Memorial Bridge on Veterans Day, November 11, each year for the next four (4) years, 2011 through 2014, for the Veterans Day foot race from approximately 5:00 p.m. until approximately 9:00 p.m., except on the year where Veterans Day falls on a weekend in which the race would be held on the Saturday, November 10, with the closure from 7 a.m. until 11 a.m. (2012).

2. FUNDING SOURCE:

Board approval is required to close the bridge.

3. WHAT ACTION ACCOMPLISHES:

Allows the citizens of Lee County to participate in the observance of Veterans Day through the 5K foot race across the bridge.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C12A

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: *(specify)*

- ☐ Statute
☐ Ordinance
☐ Admin Code
☐ Other

9. Request Initiated

Commissioner: All

Department: TRANSPORTATION

Division: Administration

By: David Loveland

10. Background:

Each year for the past several years the County in conjunction with the City of Fort Myers, the City of Cape Coral, and the YMCA has held a Veterans Day celebration that has included a foot race across the Midpoint Memorial Bridge. This was originally approved by the Board at the June 1, 1999 meeting for a four-year period. This initial approval expired 2002, and the second approval in 2006, and the last in 2010. The purpose is to request the Board to approve the closure for another four-year period.

Each year the number of runners/walkers has increased. The event has the support of the community at large and specifically the YMCA. This has become one of the YMCA's most successful fund raisers for the year.

11. Required Review:

<i>David Loveland</i>	<i>Scott Covert</i>	<i>Reginald Kantor</i>	<i>David Harris</i>	<i>Doug Meurer</i>	
TRANSPORTATION	County Attorney	Budget Analyst	Budget Services	Public Works Director	

12. Commission Action:

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

Blue Sheet No. 20110716

1. ACTION REQUESTED/PURPOSE:

1. Award B-11-30 LITTLE CARLOS PASS AND BIG HICKORY BRIDGES OVERLAY to the second lowest, responsible bidder meeting all bid requirements, CSJ of SWFL, Inc., (a local vendor), utilizing 3% Lee County Ordinance No. 08-26 Local Bidder Preference, in the not-to-exceed amount of \$135,787.46 with a project completion time of 90 calendar days.
2. Authorize Chair to execute contract on behalf of the Board upon receipt.

2. FUNDING SOURCE:

Fund – Transportation Capital Improvement; Program – Major Maintenance; Project – Master Bridge.

3. WHAT ACTION ACCOMPLISHES:

Provides a contractor for the repair of concrete delamination for the bridge deck and overlay of Little Carlos Pass and Big Hickory Pass bridges.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C12B

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☐ Statute
☐ Ordinance
☒ Admin Code AC-4-4
☐ Other

9. Request Initiated

Commissioner:

Department: TRANSPORTATION

Division: Operations

By: David Loveland

10. Background:

The Department of Transportation submitted a request to Procurement Management to obtain bids for the project known as Little Carlos Pass and Big Hickory Bridges Overlay. The anticipated cost required the use of the formal, sealed advertised bid procedure.

On the bidding deadline of August 24, 2011, Procurement received five (5) bids. The bids have been reviewed by the Department of Transportation and it is being recommended that award be made to the second low bidder, CSJ of SWFL, Inc. (a local vendor), in the not-to-exceed amount of \$135,787.46, utilizing the 3% Lee County Ordinance No. 08-26 Local Bidder Preference. The low bid on this project was submitted by Progress Company (a non-local vendor), in the amount of \$135,314.68.

Funds are available in the following account: 40571430700.503490

Attachments: 1) Bid Tabulation

2) Department Recommendation of Award

11. Required Review:

<i>David Loveland</i>	<i>Cindy Logan</i>	<i>Emma Wolf</i>	<i>Mike Figueroa</i>	<i>David Harris</i>	<i>Scott Coover</i>
TRANSPORTATION	Purchasing	Budget Analyst	Risk	Budget Services	County Attorney
<i>Doug Meurer</i>					
Public Works Director					

12. Commission Action:

**LEE COUNTY BID TABULATION SHEET
FOR
LITTLE CARLOS PASS AND BIG
HICKORY BRIDGES OVERLAY**

BID NO.: B-11-30

DATE: August 24, 2011

CONTRACTOR

BID BOND

**NOT-TO-EXCEED
BID AMOUNT**

Intron Technologies
Jody Windsor
4859 Victor Street
Jacksonville, FL 32207
PH 907.731.1445
Jody@Introntech.com

\$9,900.00

\$194,661.52

Coastal Marine Construction
Larry Norris
625 No. Tamiami Trail
Venice, FL 34285
PH 941.485.2101
Larry@Coastalmarineconstruction.com

\$9,900.00

\$231,388.68

WestCo Builders of Florida, Inc.
Richard McConville
2435 Fowler Street
Ft. Myers, FL 33901
PH 239.332.2887
RMcConville@westcobuilder.com

\$9,900.00

\$239,367.60

CSJ of SWFL, Inc.
Glenn Jones
15790 Chief Court, Ste. 1A
Ft. Myers, FL 33912
PH 239.437.9555
CSJ@CSJofswfl.com

\$9,900.00

\$135,787.46

Progress Company
Effie Reading
P.O. Box 74245
Romulus, MI 48174
PH 734.946.2077
EReading1@comcast.net

\$9,900.00

\$135,314.68

M E M O R A N D U M
FROM
DEPARTMENT OF TRANSPORTATION

DATE: 8/31/2011

TO: Contracts Management

FROM: **Ehab Guirguis, P.E.**

RE: RECOMMENDATION OF BID AWARD

PROJECT NAME Little Carlos Pass and Big Hickory Bridges overlay.

BID NO: B-11-30 PROJECT MANAGER Ehab Guirguis, P.E.

A review by this office of the experience, qualifications and capabilities of CSJ OF SWFL, INC. utilizing the 3% Local Bidder Preference, the apparent low bidder indicates that said bidder, is qualified to construct this project and it is recommended that the Contract be awarded to the above said bidder for:

The total lump sum price/not-to-exceed price of \$ 135,787.46 .

If the total awarded Contract Price is to include alternate bid items indicate which "alternate bid items" are recommended to be included in the award and amounts.

<u>Alternate</u>	<u>Amount</u>
_____	_____
_____	_____
_____	_____

Funds are available/will be made available in account string number: Master Bridge Account

Account Narrative:

Any additional required information to be included on the Blue Sheet for award (ie; transfer of funds, budget amendment, etc.):

CMO:039
9/25/01

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

Blue Sheet No. 20110749

1. ACTION REQUESTED/PURPOSE:

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of September 5 through September 9, 2011.

September 6, 2011 (Regular)

September 7, 2011 (Tentative Budget)

2. FUNDING SOURCE:

N/A.

3. WHAT ACTION ACCOMPLISHES:

Approval of the Board Minutes, pursuant to Florida Statute 286.011.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: C16A

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☒ Statute 286.011
☐ Ordinance
☐ Admin Code
☐ Other

9. Request Initiated

Commissioner: All

Department: CONSTITUTIONAL OFFICERS

Division: Clerk of Courts

By: Lisa Pierce

10. Background:

The summary of each of the above Minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final minutes now presented for approval.

Attached is a listing of all documents that have not been received as of the date the Blue Sheet approval request was submitted for the Agenda.

11. Required Review:

Lisa Pierce

MINUTES

12. Commission Action:

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

Blue Sheet No. 20110749

1. ACTION REQUESTED/PURPOSE:

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of September 5 through September 9, 2011.

September 6, 2011 (Regular)
September 7, 2011 (Tentative Budget)

2. FUNDING SOURCE:

Not Applicable.

3. WHAT ACTION ACCOMPLISHES:

Approval of the Board Minutes, pursuant to Florida Statute 286.011

4. MANAGEMENT RECOMMENDATION:

Approve.

5. Departmental Category:

C16A

6. Meeting Date:

9/20/2011

7. Agenda:

☐ Consent
☐ Administrative
☐ Appeals

☐ Public
☐ Walk-On

**8. Requirement/Purpose:
(specify)**

☐ Statute
☐ Ordinance
☐ Admin.
☐ Code
☐ Other

9. Request Initiated:

Commissioner
Department Minutes Office
Division

By: Lisa L. Pierce,
Minutes Office Manager

10. Background:

The summary of each of the above Minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final minutes now presented for approval.

Attached is a listing of all documents that have not been received as of the date the Blue Sheet approval request was submitted for the Agenda.

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<u>Lisa L. Pierce</u>					Analyst	Risk	Grants	Mgr.	

12. Commission Action:

☐ Approved
☐ Deferred
☐ Denied
☐ Other

REGULAR MEETING NEEDS LIST - SEPTEMBER 6, 2011

ITEM NO.	BLUE SHEET	DESCRIPTION	COPY	ORIGINAL	SCAN
C2(a)	20110688	Amendment to Agr – Lee AIA Builders Care Inc			
C5(a)	20110671	Perpetual Easement – George M. Iwanow, III & Christy Lee Lack Deed, Title & Closing Docs.			
C5(b)	20110692	RESO 11-09-01 – Conveyance of County owned property to the City of Fort Myers County Deed – City of Fort Myers			
C6(a)	20110699	RESO 11-09-02 – Budget Amend-Fund #00100-\$157,029.00 Contract Agr – State of FL-DCA			
C7(c)	20110690	RESO 11-09-03 – Budget Amend-Fund #15500-\$25,000.00			
C7(e)	20110695	RESO 11-09-04 – Budget Amend-Fund #14800-\$2,596.00			
C10(a)	20110682	2010 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agr RESO 11-09-05 – Budget Amend-Fund #00100-\$201,542.00			
C16(b)	20110703	Disbursements			
C16(c)	20110704	Disbursement of excess funds – Tax Deed Certs			
A12(a)	20110672	Contract – Juniper Landscaping, Inc.			
AP1	20110683	Contract – Southern Analytical Laboratories, Inc. & Florida Spectrum Environmental Svcs., Inc.			
ComItem		Letter to Port Authority Director Bob Ball			

BUDGET MEETING NEEDS LIST - SEPTEMBER 7, 2011

ITEM NO.	BLUE SHEET	DESCRIPTION	COPY	ORIGINAL	SCAN
		FY11-12 Tentative MSTU Millages Reso No. 11-09-07			
		FY 11-12 Tentative Countywide Millage Reso No. 11-09-08			
		FY11-12 Tentative Library Millage Reso No. 11-09-09			
		FY11-12 Tentative Unincorporated Area MSTU Millage Reso No. 11-09-10			
		FY 11-12 Tentative All Hazards Protection Millage Reso No. 11-09-11			
		FY 11-12 Tentative All Other Budgets Reso No. 11-09-12			
		FY 11-12 Tentative Total Lee County Budget Reso No. 11-09-13			

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

Blue Sheet No. 20110750

1. ACTION REQUESTED/PURPOSE:

Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's Website at WWW.LEECLERK.ORG by accessing the BOCC Minutes and Documents link.

2. FUNDING SOURCE:

N/A.

3. WHAT ACTION ACCOMPLISHES:

Florida Statute Chapter 136.06 (1) requires that all County disbursements be recorded in the Minutes of the Board.

4. MANAGEMENT RECOMMENDATION: Compliance with the requirements of FS 136.06 (1).

5. Departmental Category: C16B

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☒ Statute 136.06(1)
☐ Ordinance
☐ Admin Code
☐ Other

9. Request Initiated

Commissioner: All

Department: CONSTITUTIONAL OFFICERS

Division: Clerk of Courts

By: Donna Harn

10. Background:

11. Required Review:

Donna Harn

FINANCE

12. Commission Action:

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

Blue Sheet No. 20110750

1. ACTION REQUESTED/PURPOSE:

Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's Website at WWW.LEECLERK.ORG by accessing the BOCC Minutes and Documents link.

2. FUNDING SOURCE:

N/A

3. WHAT ACTION ACCOMPLISHES:

Florida Statute Chapter 136.06 (1) requires that all County disbursements be recorded in the Minutes of the Board.

4. MANAGEMENT RECOMMENDATION: Compliance with the requirements of FS 136.06 (1)

5. Departmental Category: C I C B		6. Meeting Date: September 20, 2011	
7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify) <input checked="" type="checkbox"/> Statute 136.06 (1)		9. Request Initiated: Commissioner Department CONSTITUTIONAL OFFICERS Division Clerk of Courts By: Donna G. Harn
	<input type="checkbox"/> Ordinance		
	<input type="checkbox"/> Admin. Code		
	<input type="checkbox"/> Other		

10. Background:

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
					Analyst	Risk	Grants	Mgr.	

12. Commission Action:

☐ Approved
☐ Deferred
☐ Denied
☐ Other

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20110752

1. ACTION REQUESTED/PURPOSE:

Approve disbursement of excess funds resulting from the sale of tax deed certificates to a claimant verified and certified under Florida Statutes 197.582.

2. FUNDING SOURCE:

Proceeds from a tax deed sale in excess of the taxes and/or liens owed are being held by the Board for disbursements in accord with Florida Statutes, Chapter 197.

3. WHAT ACTION ACCOMPLISHES:

Provides for disbursement of excess tax deed proceeds to an appropriate claimant in compliance with statutory rules and requirements.

4. MANAGEMENT RECOMMENDATION: Approve disbursement to identified claimant.

5. Departmental Category: C16C

6. Meeting Date: 9/20/2011

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- ☒ Statute 197
☐ Ordinance
☒ Admin Code 12D-13
☐ Other

9. Request Initiated

Commissioner: All

Department: CONSTITUTIONAL OFFICERS

Division: Clerk of Courts

By: Christine Lardieri, Mgr.

10. Background:

F.S. Chapter 197 establishes the process for the sale of delinquent tax deed certificates and disbursement of the sale proceeds. Subsequent to the sale, the Clerk disbursed funds to pay the outstanding property taxes, costs of the sale and recorded governmental liens. A balance in excess of these liabilities remains and is being held by the County in compliance with F.S. 197.582.

In accord with F.S. 197.582, a verified claim has been filed by an appropriate beneficiary for the excess tax deed sale proceeds.

The claimant's entitlement to the identified funds has been verified by the Lee County Clerk and Lee County Attorney's Office and approval of the disbursement is recommended for the following claimant:

11. Required Review:

<i>Donna Harn</i>	<i>Donna Marie Collins</i>				
FINANCE	County Attorney				

12. Commission Action:

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

Blue Sheet No. 20110752

- 1. ACTION REQUESTED/PURPOSE:** Approve disbursement of excess funds resulting from the sale of tax deeds, to a claimant verified and certified under Florida Statutes §197.582.
- 2. FUNDING SOURCE:** Proceeds from a tax deed sale in excess of the taxes and/or liens owed are being held by the Board for disbursement in accord with Florida Statutes, Chapter 197.
- 3. WHAT ACTION ACCOMPLISHES:** Provides for disbursement of excess tax deed proceeds to an appropriate claimant in compliance with statutory rules and requirements.
- 4. MANAGEMENT RECOMMENDATION:** Approve disbursement to identified claimant.

5. Departmental Category: 06

6. Meeting Date: 9/20/2011

7. Agenda:

☒ **Consent**
Administrative

8. Requirement/Purpose: (specify)

☒ **Statute** 197
Ordinance

Appeals

☒ **FL Admin.** 12D-13
Code

Public

Other

Walk-On

9. Request Initiated:

Commissioner Clerk of Courts
Department Finance/Records
Dept.

Division Tax Deed Sales
Office

By: Christine Lardieri, Mgr.

10. Background:

F.S. Chapter 197 establishes the process for the sale of delinquent tax deed certificates and disbursement of the sale proceeds. Subsequent to the sale, the Clerk disbursed funds to pay the outstanding property taxes, costs of the sale and recorded governmental liens. A balance in excess of these liabilities remains and is being held by the County in compliance with F.S. §197.582.

In accord with F.S. §197.582, a verified claim has been filed by an appropriate beneficiary for the excess tax deed sale proceeds.

The claimant's entitlement to the identified funds has been verified by the Lee County Clerk and Lee County Attorney's Office and approval of the disbursement is recommended for the following claimant:

11. Review for Scheduling:

Dept. Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<u>[Signature]</u>				<u>DMC</u> <u>for</u> <u>Scheduling</u>	Analyst	Risk	Grants	Mgr	

12. Commission Action:

☐ **Approved**
☐ **Deferred**
☐ **Denied**
☐ **Other**

9/1/2011

Strap #:
24-44-26-09-00069.0040

Claimant:	Amount:
Randy Largent	\$345.06
4860 N Largent Lane	
Casa Grande, AZ 85194	

Amount:
\$345.06

**Dept.
Director**

**County
Attorney**

9/1/2011

9/1/2011
John P. [Signature]

10. Background: Pursuant to Florida Statute Chapter 197; the Board is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

Strap #:

19-45-27-61-00228.0180

Tax Deed #:


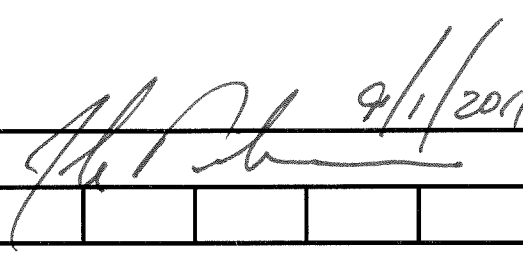
2010002102

Claimant:

Cecile M Tinker
14 Valley View Drive
Bloomfield, CT 06002

Amount:

\$2,143.73

Dept. Director				County Attorney						
										

Strap #:
17-46-25-27-00005.0101

Claimant:
SunTrust Bank
1001 Semmes Ave
Richmond, VA 23224

Amount:
\$59,093.70

[illegible]

[illegible]

[illegible]

10. Background: Pursuant to Florida Statute Chapter 197; the Board is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

Strap #:

31-44-27-09-00004.0040

Tax Deed #:

2009006465

Claimant:

Swearingen & Associates, Inc

POA for Dolores Vizioli

PO Box 16621

West Palm Beach, FL 33416

Amount:

\$6,080.31

[illegible]

10. Background: Pursuant to Florida Statute Chapter 197; the Board is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

Strap #:

20-44-23-C2-00001.1030

Tax Deed #:

2010000529

Claimant:



IStar Financial Inc
1114 Avenue of the Americas
New York, NY 10036

Amount:

\$307,351.32

Dept. Director				County Attorney	 9/1/2011			

[illegible]

Dept. Director				County Attorney				
								

John Smith 9/1/2011

[illegible]

[illegible]

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

Blue Sheet No. 20110719

1. ACTION REQUESTED/PURPOSE:

Approve mediated settlement in Lee County v. Ritter, et al., Case No. 09CA-1721, Parcel 198, Burnt Store Road Project.

2. FUNDING SOURCE:

Fund: toll surplus, land; Program: Capital Improvement Project; Project: Burnt Store Road Widening

3. WHAT ACTION ACCOMPLISHES:

Settles all claims for condemnation of Parcel 198 except taxable costs.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: A14A

6. Meeting Date: 9/20/2011

7. Agenda:

Administrative

8. Requirement/Purpose: (specify)

- ☐ Statute
☐ Ordinance
☐ Admin Code
☒ Other

9. Request Initiated

Commissioner: All

Department: COUNTY ATTORNEY

Division: No Divisions

By: Jack Peterson

10. Background:

On July 14, 2010, Lee County condemned a 63,240 sq. ft. vacant residential parcel on the east side of Burnt Store Road. Lee County appraised the property at \$62,500. The owner's appraisal of the property was \$126,500. A mediated settlement was reached as follows: \$80,000 for land and \$1,650 for attorney fees.

Funds available in string account no.: 20408830721.506110

11. Required Review:

<i>Michael Hunt</i>	<i>Emma Wolf</i>	<i>David Harris</i>	<i>Karen Hawes</i>		
COUNTY ATTORNEY	Budget Analyst	Budget Services	County Manager		

12. Commission Action:

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

Blue Sheet No. 20110651

1. ACTION REQUESTED/PURPOSE:

Approve extension of the following four (4) MSTBU Interfund loans from 9/30/2011 to 9/30/2012: Palmona Park loans #178, #188 and #189 (Fund 10228) for \$10,523 plus interest; and San Carlos loan #174 (Fund 10234) for \$26,821 plus accrued interest.

2. FUNDING SOURCE:

Palmona Park Streetlighting district and San Carlos Park loans provided by MSTBU Restricted Fund (10400).

3. WHAT ACTION ACCOMPLISHES:

Provides extension of loans until collection of revenues to reimburse for services.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: CO1

6. Meeting Date: 9/20/2011

7. Agenda:

Carryover

8. Requirement/Purpose: (specify)

- ☐ Statute
☐ Ordinance
☒ Admin Code 2-3
☐ Other

9. Request Initiated

Commissioner: All
Department: PUBLIC RESOURCES
Division: No Divisions
By: Peter Winton

10. Background:

For the last four (4) years the Palmona Park Streetlighting district has had a short fall in Ad-Valorem taxes collected. With the continuous shortfall in collections this unit is unable to meet their associated expenses. The current three (3) loans will cover expenses for the remainder of this fiscal year. An additional loan will be needed to cover the first three months of expenses for the new fiscal year. Until delinquent collections are received, we are unable to determine when repayment of these loans will be made.

Interfund loan for San Carlos Park is for the building of the arches that took place in 2006, which was funded by MSTBU Restricted fund and to be satisfied through collection of Ad-Valorem tax. We anticipate paying off the San Carlos Park loan in fiscal year 2011/2012.

11. Required Review:

<i>Peter Winton</i>	<i>Anne Henkel</i>	<i>David Harris</i>	<i>Jed Schneck</i>	<i>Peter Winton</i>	
PUBLIC RESOURCES	Budget Analyst	Budget Services	County Attorney	County Manager	

12. Commission Action: