

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the CAPTIVA EROSION PREVENTION DISTRICT, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT’S** request for funding under the Tourist Development Tax Plan for implementation of the following project:

NAME: CEPD Beach Park Facility Maintenance

NUMBER: 401911

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$19,085 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for

inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this 6th day of January, 2015.

ATTEST: Linda Daggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Adams
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Andrea B. Furr
Office of the County Attorney

ATTEST:
WITNESS:

CAPTIVA EROSION PREVENTION DISTRICT

Kathleen Booker
(1st Witness' Signature)

BY: James C. Boyce
Chairman

Kathleen Booker
(Type or Print Name)

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the City of Cape Coral, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, and as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: City of Cape Coral-Beach Park Facility Maintenance
NUMBER: 401926

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$82,000 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

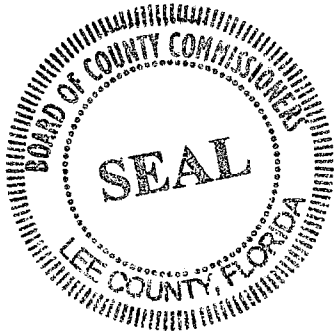
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ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Kame
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Walter R. Fawcett
Office of the County Attorney

ATTEST:
CITY CLERK

CITY OF CAPE CORAL, FLORIDA

BY: Rebecca van Deutekom

BY: Paul Szalay
11/3/14

APPROVED AS TO FORM

BY: William Buefy Jr
CITY ATTORNEY'S OFFICE 10/24/14

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

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WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, and as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: **Sirenia Vista Park - Phase III Observation Boardwalk**
NUMBER: **401910**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$200,000.00 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a

period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

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ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brin Lane
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Andrea B. Jusek
Office of the County Attorney

ATTEST:
CITY CLERK

CITY OF CAPE CORAL, FLORIDA

BY: Rebecca van Deutekom

BY: Paul Selig 11/3/14

APPROVED AS TO FORM

BY: William Baxter Jr
CITY ATTORNEY'S OFFICE 10/24/14

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the City of Sanibel, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by County Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: **Sanibel Facility/Beach Maintenance**

NUMBER: **401656**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$1,302,400 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for

inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this 6th day of January, 2015.

ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Kama
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Andrea B. Fuller
Office of the County Attorney

ATTEST:
CITY CLERK

CITY OF SANIBEL, FLORIDA

BY: [Signature]
CITY SEAL
Incorporated Nov. 5, 1974

BY: [Signature]

APPROVED AS TO FORM

BY: Kenneth B. Lynch
CITY ATTORNEY'S OFFICE

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the City of Sanibel, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Sanibel Dune Walkover Repairs

NUMBER: 401897

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$85,000 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a

period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this 6th day of January, 2015.

ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Hans
CHAIR

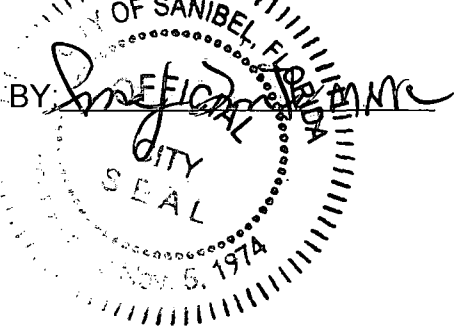


Approved as to Form for the
Reliance of Lee County Only

By: Walter B. Jace
Office of the County Attorney

ATTEST:
CITY CLERK

CITY OF SANIBEL, FLORIDA



BY: [Signature]

APPROVED AS TO FORM

BY: Kenneth B. Cyp
CITY ATTORNEY'S OFFICE

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the City of Sanibel, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: ADA Gulf Lookout Shade Structure

NUMBER: 401919

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$20,000 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a

period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

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ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

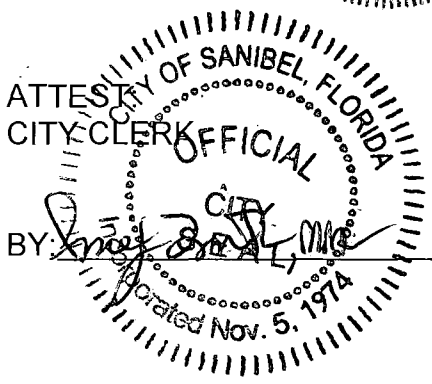
BY: Marcia Wilson
DEPUTY CLERK COUNTY COMMISSIONERS

BY: Brian Davis
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Andrea H. Fuller
Office of the County Attorney



CITY OF SANIBEL, FLORIDA

BY: [Signature]

BY: [Signature]

APPROVED AS TO FORM

BY: Kenneth B. [Signature]
CITY ATTORNEY'S OFFICE

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

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WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Beach and Shoreline Erosion Survey

NUMBER: 401747

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$40,000.00 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: N/A
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for

inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

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8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
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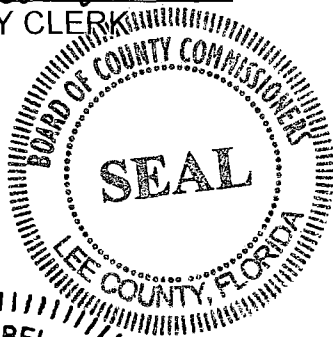
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ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

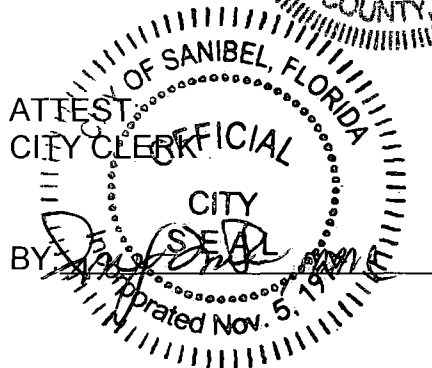
BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Hines
CHAIR



Approved as to Form for the
Reliance of Lee County Only

BY: Andrea S. Fuller
Office of the County Attorney



CITY OF SANIBEL, FLORIDA

ATTEST: [Signature]
CITY CLERK

BY: [Signature]
APPROVED AS TO FORM

BY: [Signature]
CITY ATTORNEY'S OFFICE

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the City of Sanibel, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31 as may be amended from time to time, Lee County collects tourist development tax; and

WHEREAS, **COUNTY** and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Bowman's Beach Park Boardwalk Lookout

NUMBER: 401928

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$200,000.00 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for

inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this 6th day of January, 2015

ATTEST: Linda Daggett
~~CHARLIE GREEN, CLERK~~

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Davis
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Andrea R. Faser
Office of the County Attorney

ATTEST:
CITY CLERK
CITY OF SANIBEL, FLORIDA
BY: Angela Michne
OFFICIAL
CITY
SEAL
Incorporated Nov. 5, 1974

CITY OF SANIBEL, FLORIDA

BY: [Signature]

APPROVED AS TO FORM

BY: Kenneth B. [Signature]
CITY ATTORNEY'S OFFICE

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the City of Sanibel, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Sanibel Beach Habitat Protection Project

NUMBER: 401930

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$12,283 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a

period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

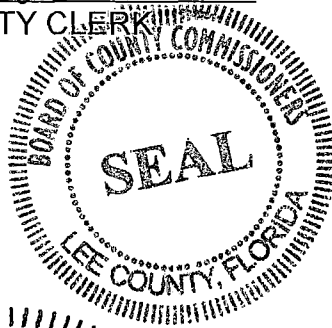
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this 6th day of January, 2015

ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Hana
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Julia R. Faser
Office of the County Attorney



CITY OF SANIBEL, FLORIDA

BY: [Signature]

APPROVED AS TO FORM

BY: Kenneth B. [Signature]
CITY ATTORNEY'S OFFICE

[Signature]
Sylvia A. Edwards, Finance Director

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the Town of Fort Myers Beach, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: **Town of Fort Myers Beach - Operation Beach Maintenance**
NUMBER: **401895**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$640,132.00 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or his designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: Expenses related to the beach ambassador program and mooring repairs are not eligible for reimbursement.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**,

and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

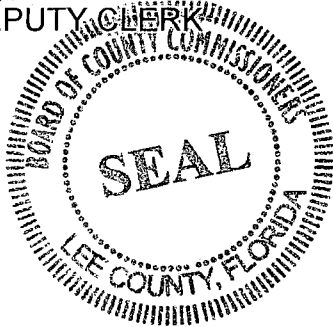
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this 6th day of January, 2015.

ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Hanna
CHAIR



Approved as to Form for the
Reliance of Lee County Only

BY: Andrea B. Paul
Office of the County Attorney



ATTEST:
TOWN CLERK

TOWN OF FORT MYERS BEACH, FLORIDA

BY: [Signature]

BY: [Signature]

APPROVED AS TO FORM

BY: [Signature]
TOWN ATTORNEY

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the Town of Fort Myers Beach, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: **Bayside and Beach Access Improvements**
NUMBER: **401921**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$219,800.00 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or his designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for

inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this 6th day of January, 2015.

ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Ham
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Andrea B. Puck
Office of the County Attorney

ATTEST:
TOWN CLERK

TOWN OF FORT MYERS BEACH, FLORIDA

BY: Richard [Signature]

BY: [Signature]

APPROVED AS TO FORM

BY: [Signature]
TOWN ATTORNEY

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the Town of Fort Myers Beach, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: **Coastal Management Plan**

NUMBER: **401916**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$50,000 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or his designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for

inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this 6th day of January, 2015.

ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Hanna
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Andrea B. Jauer
Office of the County Attorney

ATTEST:
TOWN CLERK

TOWN OF FORT MYERS BEACH, FLORIDA

BY: Michael Miller

BY: [Signature]

APPROVED AS TO FORM

BY: [Signature]
TOWN ATTORNEY

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the Town of Fort Myers Beach, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: **ADA Public Comfort Station**

NUMBER: **402133**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$27,000.00 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or his designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for

inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

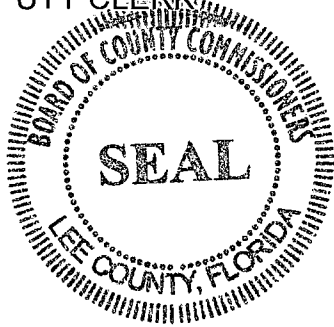
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this 6th day of January, 2015.

ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Ferno
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Andrea B. Fulk
Office of the County Attorney

ATTEST:
TOWN CLERK

TOWN OF FORT MYERS BEACH, FLORIDA

BY: Mickelene Moore

BY: [Signature]

APPROVED AS TO FORM

BY: [Signature]
TOWN ATTORNEY

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and Florida Department of Environmental Protection, Division of Recreation and Parks, Gasparilla Island State Park, hereinafter referred to as "RECIPIENT", for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as they may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and RECIPIENT acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Cayo Costa State Park Truck & Tram

NUMBER: 401929

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$60,000 during the **COUNTY'S** fiscal year 2015.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months of execution of this agreement.
5. Unspent or unencumbered funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for

inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

12. The State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this 6th day of January, 2015

ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Huns
CHAIRMAN



Approved as to Form for the
Reliance of Lee County Only

By: Andrea B. Jones
Office of the County Attorney

ATTEST:

FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION, DIVISION OF RECREATION
AND PARKS, Cayo Costa State Park

BY: _____

BY: Scott O. Robinson
Assistant Division Director

APPROVED AS TO FORM

BY: [Signature] 10/30/14
ATTORNEY'S OFFICE