



Board of County Commissioners Meeting Agenda

District #1

John E. Manning

District #2Cecil L. Pendergrass
Chair**District #3**Larry Kiker
Vice Chair**District #4**

Tammy Hall

District #5

Frank Mann

Doug Meurer
Interim County ManagerAndrea R. Fraser
Interim County Attorney**April 30, 2013**

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: Pastor Jeffrey DeYoe, Covenant Presbyterian Church

Pledge of Allegiance

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

CONSENT AGENDA

1. COUNTY ADMINISTRATION

A) **ACTION REQUESTED/PURPOSE:**

Present to the Board for information and filing the Object Code #504015 Expenditure Detail Report for the first quarter of FY12-13 (January through March 2013) as required by Lee County Ordinance #90-18. (#20130352-COUNTY MANAGER)

FUNDING SOURCE:

Combination of Libraries, Parks & Recreation (Extension Services), Public Resources, Public Safety, Sustainability, Transit, and VCB.

WHAT ACTION ACCOMPLISHES:

Allows Board to monitor expenditures being made by County Departments and Divisions to this object code.

MANAGEMENT RECOMMENDATION:

Approve.

2. COMMUNITY DEVELOPMENT

3. CONSTRUCTION AND DESIGN

4. COUNTY COMMISSIONERS

5. COUNTY LANDS

6. HUMAN SERVICES

7. INDEPENDENT

A) **ACTION REQUESTED/PURPOSE:**

Approve lease with State Representative Dane Eagle for 862 square feet of space in Suite 310 in the Cape Coral Government Complex located at 1039 S.E. 9th Place, Cape Coral, FL. Lease term is from January 1, 2013 to November 4, 2014 at a rate of \$7.00 per square foot per year or \$6,034 annually. Upon mutual agreement between the Lessor and Lessee, this lease can be renewed under the same terms and conditions at the beginning of their new term in office. (#20130363-FACILITIES SERVICES)

FUNDING SOURCE:

Upon approval, funds will be deposited in the Facilities Services- General Fund- Building Rental account.

WHAT ACTION ACCOMPLISHES:

Allows State elected officials to be able to have a presence in Lee County for those that they represent.

MANAGEMENT RECOMMENDATION:

Approve.

B) **ACTION REQUESTED/PURPOSE:**

Approve lease with State Representative Heather Fitzenhagen for 988 square feet of space in Suites 208 and 210 in the Old Courthouse located at 2120 Main St., Ft. Myers, FL. Lease term is from December 1, 2012 to November 4, 2014 at a rate of \$7.00 per square foot per year or \$6,916 annually. The Lessee will pay \$90 per month for 3 parking spaces (\$30.00 ea. space) downtown. These parking charges are not part of the rental payment. Upon mutual agreement between the Lessor and Lessee, this lease can be renewed under the same terms and conditions at the beginning of their new term in office. (#20130364-FACILITIES SERVICES)

FUNDING SOURCE:

Upon approval, funds will be deposited in the Facilities Services- General Fund- Building Rental account.

WHAT ACTION ACCOMPLISHES:

Allows State elected officials to be able to have a presence in Lee County for those that they represent.

MANAGEMENT RECOMMENDATION:

Approve.

7. **INDEPENDENT (Continued)**

C) **ACTION REQUESTED/PURPOSE:**

(A) Approve Lee County ITG negotiation N-130380 with Drisdell Consulting Services, Inc. resulting in a contract in the amount of \$99,975 for the purchase of the technical implementation services necessary to upgrade the County's Kronos Workforce Central time and attendance system software from version 5.0 to 6.3.

(B) Authorize the Chair to execute the Service Provider Agreement.

(#20130369-INFORMATION TECHNOLOGY GROUP)

FUNDING SOURCE:

The user funded ITG Fund – Other Professional Services, and is budgeted within the FY12-13 operating budget.

WHAT ACTION ACCOMPLISHES:

Provides Lee County ITG with a qualified provider to upgrade the existing Kronos time and attendance software.

MANAGEMENT RECOMMENDATION:

Approve.

D) **ACTION REQUESTED/PURPOSE:**

A) Concur with the selection of Construction Managers by the Qualification Selection Committee for RFQ130035, ANNUAL CONSTRUCTION MANAGEMENT CONTRACT, and authorize staff to negotiate on a project-by-project basis the percentage of the CM fees and the Guaranteed Maximum Price (GMP) with the following thirteen local firms: DeAngelis Diamond Construction, Inc.; J.L. Wallace, Inc.; Compass Construction, Inc.; Karr Group, Inc. d/b/a Casey Construction; Suffolk Construction Company, Inc.; Manhattan Construction (Florida); Brooks & Freund LLC; Westco Builders of Florida, Inc.; Fowler Construction and Development, Inc.; Owen-Ames-Kimball Company; Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction; Gates Butz Institutional Construction LLC; and Stultz, Inc.

B) Award this contract for a period of two years.

C) Authorize Chair to execute Agreements on behalf of the Board upon receipt.

(#20130373-PROCUREMENT MANAGEMENT)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Provides the County with several Construction Managers capable of providing any and all services on an as-needed, project-by-project basis under the construction management process for projects valued from \$100,000 through \$1,000,000.

MANAGEMENT RECOMMENDATION:

Approve.

8. **NATURAL RESOURCES/SOLID WASTE**

9. **PARKS AND RECREATION**

A) **ACTION REQUESTED/PURPOSE:**

A) Approve the Second Amendment to the Bokeelia Boat Ramp Operations Agreement between Lee County and Tropic Star of Pine Island, Inc. to provide for the Maintenance and Operations of the Boat Ramp and Cottages (RFP-07-07) for an additional five year period running from 12/1/2012 through 11/30/2017.

B) Approve an amendment to the lease Payment Provisions to provide a flat rate payment of \$3200 to start with a \$300 increase every three years.

C) Grant the Parks and Recreation Director the authority to administratively renew this contract for up to two additional five year periods, for a total of 20 years ending in 2028, provided the terms and conditions of the approved Agreement, as amended by the Board, remains unchanged.

D) Authorize the Chair to execute the Second Amendment on behalf of the Board.

(#20130349-PARKS AND RECREATION)

FUNDING SOURCE:

Revenue will be deposited into the General Fund. Revenue was budgeted for FY12-13.

WHAT ACTION ACCOMPLISHES:

Provides Lee County with an entity that will be responsible for the Maintenance and Operation of the Bokeelia Boat Ramp and Cottages under a long term lease agreement that has the potential to remain in effect until 2028. Establishes escalating lease payments for the duration of the lease term.

MANAGEMENT RECOMMENDATION:

Approve.

10. **PUBLIC SAFETY**

11. **PUBLIC WORKS ADMINISTRATION**

12. **TRANSPORTATION**

13. **UTILITIES**

14. **COUNTY ATTORNEY**

15. **HEARING EXAMINER**

16. **CONSTITUTIONAL OFFICERS**

A) **ACTION REQUESTED/PURPOSE:**

Present for information purposes interim reporting on selected financial activity. (#20130385-FINANCE)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

To provide interim reporting on selected funds, revenues, and expenditures of the Lee County Board of County Commissioners. Included in this report in compliance with Chapter 218.415, Florida Statutes, Local Investment Policies, is the stated and fair market value of the investments managed by the Clerk's Office. To include the Lee County Ordinance 02-28 activity for the Driver's Education Safety Trust Fund.

MANAGEMENT RECOMMENDATION:

The purpose of this report is to convey to you the financial status of selected significant funds of the Lee County Board of County Commissioners, the status of specific revenues and expenditures as of the stated dates, and the market value of investments managed by the Clerk's Office on behalf of the Board.

16. **CONSTITUTIONAL OFFICERS (Continued)**

B) **ACTION REQUESTED/PURPOSE:**

Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's website, www.leeclerk.org by accessing the BoCC Minutes and Documents link. (#20130386-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 the Minutes for the following meetings of the Board of County Commissioners held during the week of April 15 thru April 18, 2013: April 15, 2013 (Zoning), April 12, 2013 (Joint BoCC/Constitutionals), April 16, 2013 (Regular). (#20130387-MINUTES)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

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

MANAGEMENT RECOMMENDATION:

Approve.

17. **PORT AUTHORITY AND OTHER GOVERNING BOARDS**

ADMINISTRATIVE AGENDA

1. COUNTY ADMINISTRATION

A) ACTION REQUESTED/PURPOSE:

Authorize Administration to pursue selection of bond counsel, preparation of a Request for Proposal (RFP) as either a bond issue or a bank loan and development of documents for the issuance of the Capital & Transportation Refunding Revenue Bonds, Series 2013. This is to refinance bonds that were originally issued to help pay for the Midpoint Bridge. (#20130348-COUNTY MANAGER)

FUNDING SOURCE:

Bond Proceeds.

WHAT ACTION ACCOMPLISHES:

Allows for selection of bond counsel, Request for Proposal (RFP) for either bankers or underwriters and the preparation of documents for the Capital & Transportation Refunding Revenue Bonds, Series 2013.

MANAGEMENT RECOMMENDATION:

BoCC approval is requested prior to preparation of documents.

B) ACTION REQUESTED/PURPOSE:

Approve Lee County FIRST Incentive Award Agreement between Lee County Board of County Commissioners and "Project A" Company for a total award of \$4,000,000. Also, approve transfer from General Fund reserves in the amount of \$4,000,000. (#20130377-ECONOMIC DEVELOPMENT)

FUNDING SOURCE:

General Fund Reserves. To date, \$17,550,000 in incentive awards have been committed, of which, \$17,244,548 million has been disbursed; \$7,450,000 remains of the original \$25 million.

WHAT ACTION ACCOMPLISHES:

Wins the commitment of a Fortune 500 company to locate its corporate headquarters in Lee County. Their commitment includes the employment of 700 employees at an average wage of \$102,000 excluding benefits. The company will construct and equip a 300,000 sq. ft. headquarters office building at a total estimated cost of \$68,750,000.

MANAGEMENT RECOMMENDATION:

Approve.

2. COMMUNITY DEVELOPMENT

3. CONSTRUCTION AND DESIGN

4. COUNTY COMMISSIONERS

A) ACTION REQUESTED/PURPOSE:

a. Approve Interim County Attorney Agreement with Andrea R. Fraser.

b. Authorize the Chair's execution of Agreement. (#20130382-COUNTY COMMISSIONERS)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Provides an Interim County Attorney for the Board's legal needs until such time as the next County Attorney is selected by the Board.

MANAGEMENT RECOMMENDATION:

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

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

Blue Sheet No. 20130352

1. ACTION REQUESTED/PURPOSE:

Present to the Board for information and filing the Object Code #504015 Expenditure Detail Report for the first quarter of FY12-13 (January through March 2013) as required by Lee County Ordinance #90-18.

2. FUNDING SOURCE:

Combination of Libraries, Parks & Recreation (Extension Services), Public Resources, Public Safety, Sustainability, Transit, and VCB.

3. WHAT ACTION ACCOMPLISHES:

Allows Board to monitor expenditures being made by County Departments and Divisions to this object code.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: C1A

6. Meeting Date: 4/30/2013

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- Statute
- Ordinance #90-18
- Admin Code
- Other

9. Request Initiated

Commissioner:
Department: COUNTY MANAGER
Division: No Divisions
By: Peter Winton

10. Background:

Lee County Ordinance #90-18 authorizes the expenditure of public funds for functions organized, sponsored, or co-sponsored by the Board of County Commissioners or its designees. The attached report is being provided in accordance with the requirements of that ordinance.

Attachment: Object Code #4015, FY12-13 2nd Quarter Report

11. Required Review:

<i>Pete Winton</i>					
COUNTY MANAGER					

12. Commission Action:

JANUARY - MARCH 2013

DEPARTMENT	AMOUNT
LIBRARIES	\$12,136.50 (1)
PARKS & RECREATION	\$2,580.25 (2)
PUBLIC RESOURCES	\$15,936.78 (3)
PUBLIC SAFETY	\$378.49
SUSTAINABILITY	\$27.30
TRANSIT	-\$43,517.47 (4)
VCB	\$215.04
FY12-13 SECOND QUARTER EXPENDITURES	<u>-\$12,243.11</u>

- (1) Libraries - Reading Festival (privately funded)
- (2) Parks & Rec - BMP Fertilizer Classes and Volunteers Brunch
- (3) Public Resources - LeeGrows expenses: Busing, Food, Parking, Supplies/Materials, mailings and supplies
- (4) Transit - Advanced funding from FDOT for Rodeo Event on 04/20/13

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

Blue Sheet No. 20130363

1. ACTION REQUESTED/PURPOSE:

Approve lease with State Representative Dane Eagle for 862 square feet of space in Suite 310 in the Cape Coral Government Complex located at 1039 S.E. 9th Place, Cape Coral, FL. Lease term is from January 1, 2013 to November 4, 2014 at a rate of \$7.00 per square foot per year or \$6,034 annually. Upon mutual agreement between the Lessor and Lessee, this lease can be renewed under the same terms and conditions at the beginning of their new term in office.

2. FUNDING SOURCE:

Upon approval, funds will be deposited in the Facilities Services- General Fund- Building Rental account.

3. WHAT ACTION ACCOMPLISHES:

Allows State elected officials to be able to have a presence in Lee County for those that they represent.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C7A

6. Meeting Date: 4/30/2013

7. Agenda:

Consent

8. Requirement/Purpose: *(specify)*

- Statute
- Ordinance
- Admin Code
- Other

9. Request Initiated

Commissioner:

Department: FACILITIES SERVICES

Division: No Divisions

By: Rich Beck

10. Background:

In years past, State elected officials have occupied space in the Old Courthouse and the Cape Government Building without paying rent. Due to budget constraints, Board directed staff at the October 30, 2012 public meeting, to come up with a solution to help alleviate the budget issues by creating a lease procedure for the state elected officials wanting to occupy space in our buildings that would be reasonable for them and the county. After comparisons were made to Sarasota and Collier lease agreements as well as reviewing actual building expense figures, staff concluded that \$7.00 per square foot would be reasonable for all. The rental fee broken down represents \$4.00 per square foot per year for base rent and \$3.00 per square foot per year for common area maintenance.

Upon approval, funds will be deposited into the following account string:
QC5121200100.362000.9002 (Facilities Services/General Fund/Building Rental)

Attachments: Original copies of lease agreement (4)

11. Required Review:

<i>Rich Beck</i>	<i>Reginald Kantor</i>	<i>Mike Figueroa</i>	<i>Jack Peterson</i>	<i>David Harris</i>	<i>David Harner</i>
FACILITIES SERVICES	Budget Analyst	Risk	County Attorney	Budget Services	County Manager

12. Commission Action:

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 398
FT. MYERS, FL 33902-0398

THIS LEASE AGREEMENT, entered into this _____, day of _____, 2013, between State Representative Dane Eagle, hereinafter called the Lessee, and Lee County, acting by and through the Board of County Commissioners for Lee County, a political subdivision and charter county of the State of Florida, hereinafter called the Lessor.

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in LEE COUNTY, FLORIDA, described as follows:

1039 S.E. 9th Place
Suite 310
Cape Coral, FL 33990

which shall constitute an aggregate area of 862 square feet of net rentable office space at a rate of \$7.00 per square foot per year which is representative of a base rental fee of \$4.00 per square foot per year and a common area maintenance fee of \$3.00 per square foot per year for this facility.

I. TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of January, 2013 to and including the day 4th of November, 2014 .

II. RENT

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of (\$502.83) per month for the first year of the rental period described in Article I of this lease. It is acknowledged between the Lessor and Lessee that this rate may increase or decrease on an annual basis. Lessor will provide Lessee with a statement of any increases or decreases in costs for Common Area Maintenance. The rent for any fractional part of the first month shall be prorated. The rent shall be paid to the Lessor at: 1500 Monroe Street, 4th Floor, Attention: Fiscal Pool, Ft. Myers, FL 33901.

III. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment, and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the sole expense of the Lessor.

2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises during the term of the lease.

IV. LIGHT FIXTURES

The Lessor agrees to install in the stated premises, suitable light fixtures for the use of the Lessee.

The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing sufficient light to the Lessee.

V. MAINTENANCE AND REPAIRS

The Lessor shall maintain and keep in repair the interior and exterior of the stated premises during the term of this Lease and shall be responsible for the replacement of all windows broken or damaged in the stated premises, except such breakage or damage is caused to the stated premises by the Lessee, its officers, or agents.

The Lessee shall provide for maintenance and repairs, and replacement of any personal interior equipment (i.e. personal furniture, computers, copiers, personal artwork, etc.) during the term of this lease.

VI. UTILITIES

Unless otherwise indicated, the Lessor shall bear the full cost of water service, garbage pickup, sewer service, pest control service, and fire extinguisher service used by the Lessee. Lessee shall bear the full cost of telephone and data services provided to the leased space, at its own expense.

VII. HANDICAPPED STANDARDS AND ALTERATIONS

1. The Lessor agrees that the stated premises now conform, or that prior to Lessee's occupancy, the said premises shall, at Lessor's expense, be brought into conformance with the requirements of Sections 255.21 and 255.211, Florida Statutes and ADA requirements, as they may be revised from time to time.

2. The Lessee shall not have the right to make any alterations in and to the stated premises during the term of this lease. If Lessee requires an alteration within the stated premises, Lessee shall first send a written request to the Assistant County Administrator with a copy to the Director of Facilities Services. Upon review of the request, the Assistant County

Administrator and the Director of Facilities Services will determine if the request for alteration is suitable for the space. All work will be performed and/or supervised by the Lessor. Lessee shall bear the cost of the alteration unless otherwise noted.

VIII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

Lessee's property of any kind that may be placed on the premises during the continuancy of this Lease shall be at the sole risk of the Lessee. Except for the negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

Furniture and artwork located in the stated premises is the property of the Lessor and may be used by the Lessee during the term of the lease. Any repairs to or replacement of this furniture is at the sole discretion of the Lessor. If Lessee does not desire to use any or all of the furniture, it will be removed and stored by the Lessor. Lessee may furnish the office area only with their personal furniture at their own expense. No furniture from the common areas will be removed.

Lessor shall not be liable for any repairs or damages to Lessee's furniture or equipment.

IX. FIRE AND OTHER HAZARDS

1. In the event that the stated premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty caused by no fault or negligence of the Lessee, the Lessor at its option may forthwith repair the damage to stated premises at its own cost and expense. As the result, the rent shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rent paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed so that the major part thereof is usable by the Lessee, then the rent shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as rapidly as is practicable and upon the completion of such repairs, the full rent shall commence and the Lease shall then continue the balance of the term.

Should the stated premises be damaged or rendered unsuitable for occupancy due to the negligence of the Lessee, its officers, agents or invitees during the term of this lease, the full rental fee will continue to be paid by the Lessee until such repairs have been completed and Lessee can once again occupy the space.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshall. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. The Lessor agrees that the stated premises shall be available for inspection by the State Fire Marshall, prior to

occupancy by the Lessee, and at any reasonable times thereafter.

X. SUITABILITY FOR USE

The Lessor warrants that the premises are fit for the conduct of the governmental business of the Lessee. The Lessor further warrants that the stated premises are in compliance with all statutes and laws, either federal, state, or local, applicable to the intended use of the premises. The legal interpretation of any such existing statute or law, or the enactment of any new statutes or laws that, in the opinion of the Lessee, result in a material interference with the peaceful entry or occupation of the stated premises, or any portion thereof by the Lessee, at the option of the Lessee, shall automatically void this lease prior to entry and occupation, or entitle the Lessee, after entry and occupation, to wholly terminate this lease by giving seven (7) calendar days notice to the Lessor of its intention to do so.

XI. EXPIRATION OF TERM

At the expiration of the Term, the Lessee will peaceably yield up the stated premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises, all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XII. SUBLETTING AND ASSIGNMENT

The Lessee shall not have the right to sublet or to assign all or any part of the stated premises.

XIII. WAIVER OF DEFAULTS

The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIV. RIGHT OF LESSOR TO INSPECT

The Lessor, at reasonable times, may enter into and upon the stated premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this lease.

XV. BREACH OF COVENANT

These presents are made upon the condition that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, without further

notice or demand, enter into and upon the stated premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XVI. TAXES, INSURANCE, AND COMMISSIONS

1. Lessor will pay all real estate taxes and fire insurance premiums on the stated premises. Lessee shall not be liable to carry fire insurance on the premises or property of the Lessor or any other personal property of Lessor which may now or thereafter be placed on the stated premises. The Lessor shall not be liable for damages or theft to the personal property or fixtures belonging to the Lessee which are located on the rental property.

2. The Lessee will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omissions (s) of any official or employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

3. The Lessee shall purchase and maintain Commercial General Liability insurance in the amount of \$500,000 Per Person, \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Per Occurrence Property Damage, or \$1,000,000 Per Occurrence Combined Single Limit of Bodily Injury and Property Damage. Coverage shall include Contractual Liability as pertaining to this contract with insurers approved by the County Risk Manager.

The Lessee must furnish an appropriate certificate of insurance naming Lee County Board of County Commissioners as Certificate Holder and Additional Insured. The Lessor agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

The Lessee agrees that these insurance requirements shall not relieve or limit Lessee's liability and that the Lessor does not in any way represent that the insurance required is sufficient or adequate to protect the Lessee's interest or liabilities, but are merely minimums.

XVII. USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or make any use or occupancy thereof contrary to the laws of the State of Florida, or to Ordinances of the City, as applicable and/or County in which the stated premises are located, now or

hereinafter made, as may be applicable to the Lessee.

XVIII. RENEWAL

Upon mutual agreement between the Lessor and Lessee, the Lessee is hereby granted the option to renew this Lease under the same terms and conditions upon the beginning of their new term in office. If the Lessee desires to renew this lease, it shall give Lessor written notice within one week after the election results are known.

XIX. RIGHT TO TERMINATE

The Lessee shall have the right to terminate this lease upon the end of their term of office or by giving thirty (30) days advance written notice to the Lessor. The Lessor will not have any right to accelerate the lease payments for the remainder of the lease duration.

XX. NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at 1500 Monroe Street, 4th Floor, Attention: Facilities Services, Ft. Myers, FL 33901 and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at 1039 S.E. 9th Place, Suite 310, Cape Coral, FL 33990 and 1302 Capitol, 402 South Monroe Street, Tallahassee, FL 32399-1300.

XXI. CONTACTS

For purposes of this agreement, the County representative shall be Jayne Elwell, Facilities Services 239-533-8819 and the Lessee's representative shall be Paige Biagi at 239-772-1291.

XXII. DEFINITION OF TERMS

(a) The terms "Lease", "Lease Agreement", or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.

(b) The terms "Lessor" and "Lessee" shall include the heirs, successors and assigns for the parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIII. MISCELLANEOUS PROVISIONS

None

XXIV. WRITTEN AGREEMENT

This lease contains the entire agreement between the parties hereto and it may be modified only by writing, with the approval of the Board of County Commissioners and the agreement to such modification by the Lessee.

XXV. OWNERSHIP

Lessor covenants and warrants that they are the owner(s) of the property that is the subject of this Lease, and as such are lawfully seized and possessed of the said described real property, have good and lawful right, power and sufficient interest to convey a leasehold in same, and that the described real property is free from any other leases or encumbrances that would otherwise interfere with the direct relationship between Lessor and Lessee herein.

THIS SPACE INTENTIONALLY LEFT BLANK

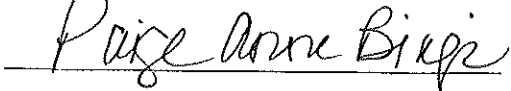
IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

LESSEE:



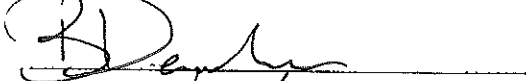
Representative Dane Eagle

WITNESS:



DATE: 26 February 2013

WITNESS:



DATE: 2/26/13

ATTEST:

CLERK OF COURT

BY: DEPUTY CLERK

LESSOR:

CHAIR, LEE COUNTY
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO LEGAL FORM BY
COUNTY ATTORNEY'S OFFICE

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

Blue Sheet No. 20130364

1. ACTION REQUESTED/PURPOSE: Approve lease with State Representative Heather Fitzenhagen for 988 square feet of space in Suites 208 and 210 in the Old Courthouse located at 2120 Main St., Ft. Myers, FL. Lease term is from December 1, 2012 to November 4, 2014 at a rate of \$7.00 per square foot per year or \$6,916 annually. The Lessee will pay \$90 per month for 3 parking spaces (\$30.00 ea. space) downtown. These parking charges are not part of the rental payment. Upon mutual agreement between the Lessor and Lessee, this lease can be renewed under the same terms and conditions at the beginning of their new term in office.

2. FUNDING SOURCE:
Upon approval, funds will be deposited in the Facilities Services- General Fund- Building Rental account.

3. WHAT ACTION ACCOMPLISHES:
Allows State elected officials to be able to have a presence in Lee County for those that they represent.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: C7B

6. Meeting Date: 4/30/2013

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin Code
- Other

9. Request Initiated

Commissioner:

Department: FACILITIES SERVICES

Division: No Divisions

By: Rich Beck

10. Background: In years past, State elected officials have occupied space in the Old Courthouse and the Cape Government Building without paying rent. Due to budget constraints, Board directed staff at the October 30, 2012 public meeting, to come up with a solution to help alleviate the budget issues by creating a lease procedure for the state elected officials wanting to occupy space in our buildings that would be reasonable for them and the county. After comparisons were made to Sarasota and Collier lease agreements as well as reviewing actual building expense figures, staff concluded that \$7.00 per square foot would be reasonable for all. The rental fee broken down represents \$4.00 per square foot per year for base rent and \$3.00 per square foot per year for common area maintenance. Lease agreements with legislators occupying the Cape Government Building will be handled in the same manner.

Upon approval, funds will be deposited into the following account string:
QC5121200100.362000.9002 (Facilities Services/General Fund/Building Rental)

Attachments: Original copies of lease agreement (4)

11. Required Review:

<i>Rich Beck</i>	<i>Reginald Kantor</i>	<i>Mike Figueroa</i>	<i>David Harris</i>	<i>Jack Peterson</i>	<i>David Harner</i>
FACILITIES SERVICES	Budget Analyst	Risk	Budget Services	County Attorney	County Manager

12. Commission Action:

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 398
FT. MYERS, FL 33902-0398

THIS LEASE AGREEMENT, entered into this _____, day of _____, 2013, between State Representative Heather Fitzenhagen, hereinafter called the Lessee, and Lee County, acting by and through the Board of County Commissioners for Lee County, a political subdivision and charter county of the State of Florida, hereinafter called the Lessor.

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in LEE COUNTY, FLORIDA, described as follows:

**2120 Main Street
Suites 208 & 210
Ft. Myers, FL 33901**

which shall constitute an aggregate area of 988 square feet of net rentable office space at a rate of \$7.00 per square foot per year which is representative of a base rental fee of \$4.00 per square foot per year and a common area maintenance fee of \$3.00 per square foot per year for this facility. Also included in this lease will be three (3) parking spaces at the monthly cost of \$30.00 each.

I. TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of December, 2012 to and including the day 4th of November, 2014 .

II. RENT

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of \$666.33 per month for the first year of the rental period described in Article I of this lease. It is acknowledged between the Lessor and Lessee that this rate may increase or decrease on an annual basis. Lessor will provide Lessee with a statement of any increases or decreases in costs should there be any. The rent for any fractional part of the first month shall be prorated. The rent shall be paid to the Lessor at: 1500 Monroe Street, 4th Floor, Attention: Fiscal Pool, Ft. Myers, FL 33901.

III. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment, and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the sole expense of the Lessor.

2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises during the term of the lease.

IV. LIGHT FIXTURES

The Lessor agrees to install in the stated premises, suitable light fixtures for the use of the Lessee.

The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing sufficient light to the Lessee.

V. MAINTENANCE AND REPAIRS

The Lessor shall maintain and keep in repair the interior and exterior of the stated premises during the term of this Lease and shall be responsible for the replacement of all windows broken or damaged in the stated premises, except such breakage or damage is caused to the stated premises by the Lessee, its officers, or agents.

The Lessee shall provide for maintenance and repairs, and replacement of any personal interior equipment (i.e. personal furniture, computers, copiers, personal artwork, etc.) during the term of this lease.

VI. UTILITIES

Unless otherwise indicated, the Lessor shall bear the full cost of water service, garbage pickup, sewer service, pest control service, and fire extinguisher service used by the Lessee. Lessee shall bear the full cost of telephone and data services provided to the leased space, at its own expense.

VII. HANDICAPPED STANDARDS AND ALTERATIONS

1. The Lessor agrees that the stated premises now conform, or that prior to Lessee's occupancy, the said premises shall, at Lessor's expense, be brought into conformance with the requirements of Sections 255.21 and 255.211, Florida Statutes and ADA requirements, as they may be revised from time to time.

2. The Lessee shall not have the right to make any alterations in and to the stated premises during the term of this lease. If Lessee requires an alteration within the stated premises, Lessee shall first send a written request to the Assistant County Administrator with a copy to the Director of Facilities Services. Upon review of the request, the Assistant County

Administrator and the Director of Facilities Services will determine if the request for alteration is suitable for the space. All work will be performed and/or supervised by the Lessor. Lessee shall bear the cost of the alteration unless otherwise noted.

VIII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

Lessee's property of any kind that may be placed on the premises during the continuancy of this Lease shall be at the sole risk of the Lessee. Except for the negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

Furniture and artwork located in the stated premises is the property of the Lessor and may be used by the Lessee during the term of the lease. Any repairs to or replacement of this furniture is at the sole discretion of the Lessor. If Lessee does not desire to use any or all of the furniture, it will be removed and stored by the Lessor. Lessee may furnish the office area only with their personal furniture at their own expense. No furniture from the common areas will be removed.

Lessor shall not be liable for any repairs or damages to Lessee's furniture or equipment.

IX. FIRE AND OTHER HAZARDS

1. In the event that the stated premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty caused by no fault or negligence of the Lessee, the Lessor at its option may forthwith repair the damage to stated premises at its own cost and expense. As the result, the rent shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rent paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed so that the major part thereof is usable by the Lessee, then the rent shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as rapidly as is practicable and upon the completion of such repairs, the full rent shall commence and the Lease shall then continue the balance of the term.

Should the stated premises be damaged or rendered unsuitable for occupancy due to the negligence of the Lessee, its officers, agents or invitees during the term of this lease, the full rental fee will continue to be paid by the Lessee until such repairs have been completed and Lessee can once again occupy the space.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshall. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. The Lessor agrees that the stated premises shall be available for inspection by the State Fire Marshall, prior to

occupancy by the Lessee, and at any reasonable times thereafter.

X. SUITABILITY FOR USE

The Lessor warrants that the premises are fit for the conduct of the governmental business of the Lessee. The Lessor further warrants that the stated premises are in compliance with all statutes and laws, either federal, state, or local, applicable to the intended use of the premises. The legal interpretation of any such existing statute or law, or the enactment of any new statutes or laws that, in the opinion of the Lessee, result in a material interference with the peaceful entry or occupation of the stated premises, or any portion thereof by the Lessee, at the option of the Lessee, shall automatically void this lease prior to entry and occupation, or entitle the Lessee, after entry and occupation, to wholly terminate this lease by giving seven (7) calendar days notice to the Lessor of its intention to do so.

XI. EXPIRATION OF TERM

At the expiration of the Term, the Lessee will peaceably yield up the stated premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises, all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XII. SUBLETTING AND ASSIGNMENT

The Lessee shall not have the right to sublet or to assign all or any part of the stated premises.

XIII. WAIVER OF DEFAULTS

The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

XIV. RIGHT OF LESSOR TO INSPECT

The Lessor, at reasonable times, may enter into and upon the stated premises for the purpose of viewing the same and for the purpose of making repairs as required under the terms of this lease.

XV. BREACH OF COVENANT

These presents are made upon the condition that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, without further

notice or demand, enter into and upon the stated premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XVI. TAXES, INSURANCE, AND COMMISSIONS

1. Lessor will pay all real estate taxes and fire insurance premiums on the stated premises. Lessee shall not be liable to carry fire insurance on the premises or property of the Lessor or any other personal property of Lessor which may now or thereafter be placed on the stated premises. The Lessor shall not be liable for damages or theft to the personal property or fixtures belonging to the Lessee which are located on the rental property.

2. The Lessee will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omissions (s) of any official or employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

3. The Lessee shall purchase and maintain Commercial General Liability insurance in the amount of \$500,000 Per Person, \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Per Occurrence Property Damage, or \$1,000,000 Per Occurrence Combined Single Limit of Bodily Injury and Property Damage. Coverage shall include Contractual Liability as pertaining to this contract with insurers approved by the County Risk Manager.

The Lessee must furnish an appropriate certificate of insurance naming Lee County Board of County Commissioners as Certificate Holder and Additional Insured. The Lessor agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

The Lessee agrees that these insurance requirements shall not relieve or limit Lessee's liability and that the Lessor does not in any way represent that the insurance required is sufficient or adequate to protect the Lessee's interest or liabilities, but are merely minimums.

XVII. USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or make any use or occupancy thereof contrary to the laws of the State of Florida, or to Ordinances of the City, as applicable and/or County in which the stated premises are located, now or

hereinafter made, as may be applicable to the Lessee.

XVIII. RENEWAL

Upon mutual agreement between the Lessor and Lessee, the Lessee is hereby granted the option to renew this Lease under the same terms and conditions upon the beginning of their new term in office. If the Lessee desires to renew this lease, it shall give Lessor written notice within one week after the election results are known.

XIX. RIGHT TO TERMINATE

The Lessee shall have the right to terminate this lease upon the end of their term of office or by giving thirty (30) days advance written notice to the Lessor. The Lessor will not have any right to accelerate the lease payments for the remainder of the lease duration.

XX. NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at 1500 Monroe Street, 4th Floor, Attention: Facilities Services, Ft. Myers, FL 33901 and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at 2120 Main Street, Suites 208 & 210, Ft. Myers, FL 33901.

XXI. CONTACTS

For purposes of this agreement, the County representative shall be Jayne Elwell, Facilities Services 239-533-8819 and the Lessee's representative shall be Christine Deramo at 239-533-2440.

XXII. DEFINITION OF TERMS

(a) The terms "Lease", "Lease Agreement", or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.

(b) The terms "Lessor" and "Lessee" shall include the heirs, successors and assigns for the parties hereto.

(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIII. MISCELLANEOUS PROVISIONS

XXIV. WRITTEN AGREEMENT

This lease contains the entire agreement between the parties hereto and it may be modified only by writing, with the approval of the Board of County Commissioners and the agreement to such modification by the Lessee.

XXV. OWNERSHIP

Lessor covenants and warrants that they are the owner(s) of the property that is the subject of this Lease, and as such are lawfully seized and possessed of the said described real property, have good and lawful right, power and sufficient interest to convey a leasehold in same, and that the described real property is free from any other leases or encumbrances that would otherwise interfere with the direct relationship between Lessor and Lessee herein.

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IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

LESSEE:



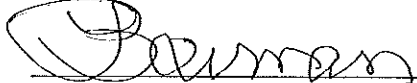
Representative Heather Fitzenhagen

WITNESS:



DATE: 2/8/13

WITNESS:



DATE: 2-8-13

ATTEST:

LESSOR:

CLERK OF COURT

CHAIR, LEE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: DEPUTY CLERK

APPROVED AS TO LEGAL FORM BY
COUNTY ATTORNEY'S OFFICE

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

Blue Sheet No. 20130369

1. ACTION REQUESTED/PURPOSE:

- (A) Approve Lee County ITG negotiation N-130380 with Drisdell Consulting Services, Inc. resulting in a contract in the amount of \$99,975 for the purchase of the technical implementation services necessary to upgrade the County's Kronos Workforce Central time and attendance system software from version 5.0 to 6.3.
 (B) Authorize the Chair to execute the Service Provider Agreement.

2. FUNDING SOURCE:

The user funded ITG Fund – Other Professional Services, and is budgeted within the FY12-13 operating budget.

3. WHAT ACTION ACCOMPLISHES:

Provides Lee County ITG with a qualified provider to upgrade the existing Kronos time and attendance software.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: C7C

6. Meeting Date: 4/30/2013

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- Statute
 Ordinance
 Admin Code AC-4-1
 Other

9. Request Initiated

Commissioner:

Department: INFORMATION TECHNOLOGY GROUP

Division: No Divisions

By: James Desjarlais

10. Background:

On March 11, 2013, the Division of Procurement Management received a request from Lee County ITG to prepare a request to obtain Board approval of a negotiated agreement with Drisdell Consulting Services, Inc. for the implementation services necessary to upgrade the County's Kronos Workforce Central time and attendance software. This is a negotiated acquisition that represents a savings to the County of \$4,340 (negotiated savings from Summary 2 - see below).

History

ITG initially reached out to Drisdell Consulting Services, (DCS) to request an assessment and statement of work in 2011. The request was to move Lee County from Kronos version 5.0 to 6.2 (this was changed to version 6.3 in December of 2012, once it had been tested and deployed in other locations). The upgrade was put on hold until the needed hardware and professional services could be properly budgeted.

DCS responded on April 11, 2012 with an updated Scope of Work that included three investment summaries.

Summary 1:

583 Hours, \$90,235.00

- Upgrade from version 5.0 to 6.2
- Develop interface extract and reload of data and edits from v5.0 to v6.2

11. Required Review:

<i>James Desjarlais</i>	<i>Robert Franceschini</i>	<i>Dawn Perry-Lehnert</i>	<i>Reginald Kantor</i>	<i>Mike Figueroa</i>	<i>David Harris</i>
INFORMATION TECHNOLOGY GROUP	Purchasing	County Attorney	Budget Analyst	Risk	Budget Services
<i>Christine Brady</i>					
County Manager					

12. Commission Action:

Summary 2:

673 Hours, \$104,315.00

- Upgrade from version 5.0 to 6.2
- Develop interface extract and reload of data and edits from v5.0 to v6.2
- Configuration change related to OT1.0

Summary 3:

737 Hours, \$114,235.00

- Upgrade from version 5.0 to 6.2
- Configuration change related to OT1.0
- Creation of Process form to facilitate comp time admin
- Develop interface extract and reload of data and edits from v5.0 to v6.2
- Workforce Integration Manager employee import mod re-write
- User based assisted acceptance testing

The Evaluation & Recommendation

After further analysis, and discussion, it was determined that Lee County would benefit most from Summary 2. In efforts to cut costs for Lee County, work was identified that can be completed in house by ITG. This included the reduction of 14 billable hours within Project Management (Section 5A) and 12 billable hours for the conversion of the Workforce Integration Manager (Section 5C). The result was the final Assessment and Professional Services Statement of Work (attached) for version 6.3 received on 12/20/2012 to be performed at a cost of \$99,975.

DCS was specifically sought to complete this upgrade as they have a history of excellent work within Lee County. DCS completed the initial Kronos 5.0 deployment and installation, as well as the customization of time reports used within the system. DCS is also a certified 3rd party Kronos vendor. Utilizing a 3rd party vendor, rather than Kronos directly, will save on costs. DCS charges \$155.00 an hour for all professional services. Kronos charges \$180.00 for project manager and application consultant services and, \$215.00 an hour for all technology and KSS consultant services.

Funds are available in account: KC5162851500.503190

Attachments:

- (1) Executive Summary
- (2) Service Provider Agreement (incorporating Drisdell's Statement of Work)

EXECUTIVE SUMMARY

- Version 5 (the version we run) no longer has available service pack updates, and is not supported by Kronos.
- The physical analog clocks used today throughout Lee County are end of life and no longer supported.
- The new version, 6.3, allows users to clock in via a web time stamp (web browser). This means the 47 analog clocks Lee County uses today will be removed.
- 33 of the 47 clocks depend on straight analog lines. Removal of these lines will result in a \$20,437.56 yearly savings.
 - 33 clocks x \$51.61 per analog line = \$1,703.13 a month
 - \$1,703.13 x 12 months = \$20,437.56 savings per year
 - 14 of the 47 clocks depend on an analog line bundled with a DSL. Should the site have other analog devices, we can migrate them to the DSL analog line, and remove the devices original line resulting in the potential for another \$8,670.48 savings a year to Lee County
- Version 5 (due to the age and analog nature of the clocks) cannot be put on virtual servers.
- The physical hardware it resides on today is no longer under any support or warranty.
- Version 5 data base runs SQL2000, this version is no longer supported by Microsoft.
- Version 5 runs an old version of Java that is no longer supported.
- Version 6.3 has improved editing that will speed use for Lee County employees (Public Safety-the largest Kronos user, will benefit from this greatly).
- Version 6.3 will also improve and speed processing efforts for the Lee County Clerk of Courts.

What if we don't upgrade?

Staying on the current version as well as un-supported hardware runs the risk of critical failure. If, for instance, the physical hardware were to die, we would be unable to capture employees clocking in and out, and a fully manual system would have to be implemented until we could purchase replacement parts or new physical hardware. If we would need to enlist Kronos' help for rebuilding the current version, we would be forced to pay for what would be limited support.

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 27th day of March, 2013, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and **Drisdell Consulting Services, Inc.** hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the **Consulting** services of said PROVIDER as further described herein referred to as **Consulting Services for Time & Attendance System**, 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 March 27, 2013, 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 March 27 2013, 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", dated March 27, 2013, 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 2003, 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 coverage's 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 coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(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 coverage's 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

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident

\$100,000 disease limit

\$500,000 disease – policy limit

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence
\$1,000,000 general aggregate
\$500,000 products and completed operations
\$500,000 personal and advertising injury

Coverage must include the following:

- (A) 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 \$500,000.00 combined single limit (CSL).
(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(4) ERRORS AND OMISSIONS

Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

Coverage must include the following:

- (A) \$1,000,000 combined single limit (CSL) of BI and PD
(B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.
(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT 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, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT 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.

*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

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 hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated March 27, 2013.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated March 27, 2013.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated March 27, 2013.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated March 27, 2013.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated March 27, 2013.
- (6) EXHIBIT "F" entitled "Amendment to Articles", dated March 27, 2013.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1NOTICES 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: ITG

17.2NOTICES 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:

Drisdell Consulting Services, Inc.
537 Haralson Drive SW
Lilburn, GA 30047-5379
Phone/Fax: 678-380-1009
Attention: Troy Drisdell
Email : troy@drisdell.com

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 thirty (30) 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 20.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 23.0 - 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
Linda Doggett, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____
County Manager

DATE: _____

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:

Drisdell Consulting Services, Inc.
Firm

Michael L. Valdez
(Witness) Michael L. Valdez

BY: *Troy Drisdell*
(Authorized Signature)

R. Dale Brady
(Witness) R. DALE BRADY

Troy Drisdell
(Printed Name & Title)

DATE: 4/1/2013

CORPORATE SEAL:

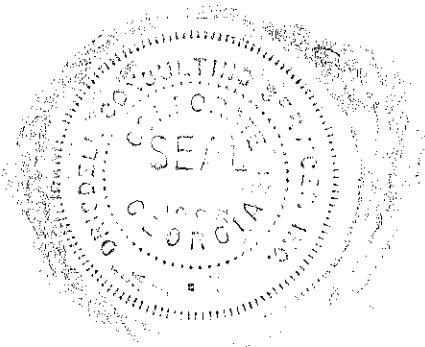


EXHIBIT A

Date: 03/27/2013

SCOPE OF SERVICES

for Consulting Services for Time & Attendance system

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT 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.

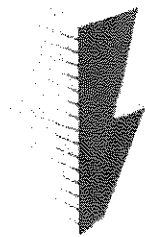
SEE ATTACHED

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT 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".

SEE ATTACHED

Drisdell Consulting Services, Inc.



Drisdell Consulting
Services

Assessment and Professional Services Statement of Work

**Prepared for Lee County
Board of County Commissioners / ITG Atos**

for the Implementation of

**Kronos Workforce Central Upgrade - v5.0 to v6.3
by Drisdell Consulting Services, Inc.**

This Upgrade Assessment was updated on 12/20/2012

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PROJECT OVERVIEW:

Project Definition:

The purpose of this Statement of Work is to define the services and other implementation-related items that **Drisdell Consulting Services ("DCS")** and **Lee County Board of County Commissioners** (hereinafter referred to as "Lee County") have **estimated** and agreed are required to be purchased by Lee County from Drisdell Consulting Services for the following:

- Implementation of Upgrade to Lee County's existing Kronos Workforce Central system.
- Utilization of software and licensing for current version (v5.0) to new version (v6.3) of Workforce Central previously purchased under a separate agreement with Kronos Incorporated (hereinafter referred to as "Kronos").

The **Goal of this project is to provide an implementation upgrade to version 6.3 for the Kronos Workforce Central System in both a Test and Production environment for Lee County.**

<u>Services Estimated:</u>	<u>Hours</u>	<u>Rate</u>
<u>Technology Environment Validation</u>	15	
<u>Project Coordinator and Lee County Management Support</u>	58	
<u>Workforce Timekeeper & Integration Manager Environment Staging</u>	94	
<u>Workforce Timekeeper & Integration Manager Conversion & Migration</u>	214	
<u>Workforce Timekeeper & Integration Manager Certification</u>	6	
<u>System Rollout Support</u>	40	
<u>Additional Services Requested</u>	176	
<u>Total Professional Service Estimated</u>	645	
<u>Professional Services Rate</u>	-	\$155
<u>Total Estimated Investment</u>		\$99,975

Roles and Responsibilities

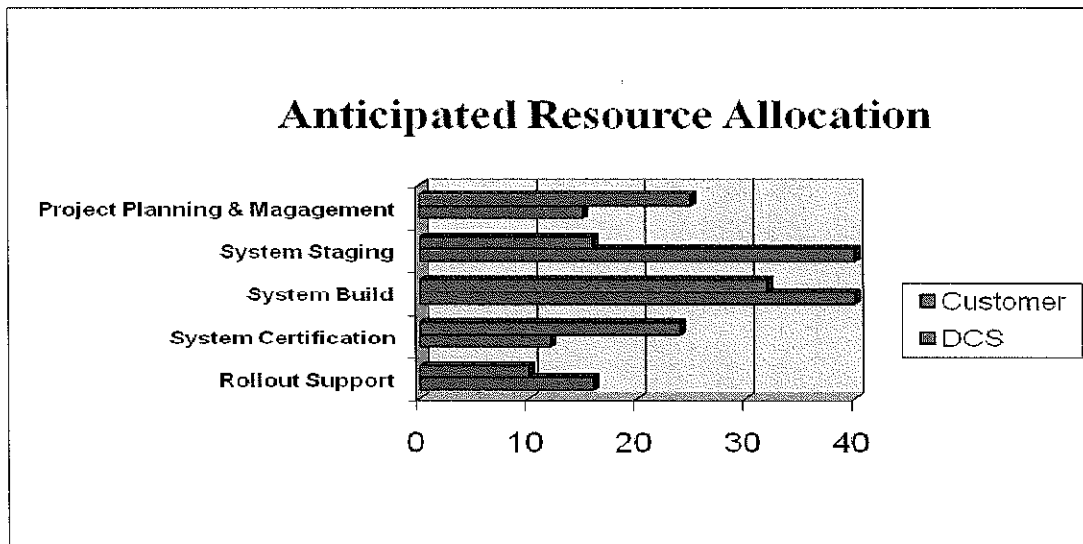
Based on our experience, these are the roles that will be required for the successful implementation of the Drisdell Consulting Services system in your company.

Title	Suggested Qualifications
Payroll Supervisor / Manager	Complete comprehension of your time, attendance, and payroll policies. Strong oral and written skills.
Human Resources Manager	Complete comprehension of your time, attendance, accrual and payroll policies. Strong oral and written skills.
Database Administrator	Experienced with backup and recovery plan creation and implementation of database engine.
Network Administrator	Complete knowledge of the organization's network, future plans, and outstanding issues or problems. Technical knowledge of network connectivity, and strong network troubleshooting skills.
Technical Manager	Experienced System Administrator with two years of experience.
Desktop Services Administrator	Knowledgeable Desktop Administrator.
Help Desk	Knowledgeable in Windows and Intel based applications
Web Master	Knowledgeable with client desktop application deliver and Microsoft Internet Information Server.

Lee County understands and agrees that unqualified or unavailable staff will delay the implementation of the Drisdell Consulting Services system and may require Lee County to purchase additional Services from Drisdell Consulting Services. If any of the above positions are not available in your company.

Lee County Project Team – Expected Time Commitments

Our experience has shown that the Lee County's project team needs to be aware of their level of involvement in the implementation of the Kronos Workforce Central software upgrade as the project is being planned. The following chart is intended to give you a general idea of the amount of time your project team members should plan on devoting to the project, by implementation phase, compared to the Drisdell Consulting Services (DCS) project team members.



Required Technology Environment - Workforce Central V6.3

Hardware recommendations for servers, workstations, etc. for the Workforce Central V6.3 system were provided by Drisdell Consulting Services in a separate document. Estimated hours to review and validate prior recommendations are as follows:

Technology Environment Validation

As the project begins, the existing environment estimations as defined by *Kronos and provided to Lee County will be assessed by Drisdell Consulting Services. Any variance recommendations will be provided to Lee County by Drisdell Consulting. This will include estimates for both Test/Acceptance and Production environments.

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*In order to maintain system certifications for Kronos Maintenance Plan purposes, Lee County will also need to request that a System Sizing for Workforce Central v6.3 be performed by Kronos Engineering. This assessment is typically a minimal engagement with Kronos requiring 6 to 8 hours of Kronos Professional Services.

Technology Environment - Versioning Discovery Overview

There are several factors that were taken into consideration during the discovery / assessment process that went into determining whether to targeted Workforce Central (WFC) versioning for Lee County should be v6.3. The following are key factors that drove that decision.

Kronos currently maintains an annual dot (".") release schedule. The most recent release is WFC v6.3. Workforce Central v6.3 was released in 2010. When a release occurs, Kronos will subsequently provide Service Packs to correct issues encountered by Customers related to the release. The stability of the product often coincides with the maturity of the release.

As of today, WFC v6.3 is available with Service Pack 5 (released 9/25/12). Without knowing the actual release schedule, it is anticipated that v6.3 Service Pack 7 or 8 will be available at the time of the upgrade.

Another factor that influenced the versioning decision is the availability of reporting options for the development of custom reporting in WFC. Lee County currently utilizes an estimated twenty-one (21) custom (non-standard) Kronos reports. In the new upgraded version, a path forward for the support and/or re-development of these reports must be addressed. WFC v6.3 offers support of RDLC reporting. It is understood that it is Lee County / ITG's intention to redevelop these reports using RDLC technology (details contained in section 14, page 21 below).

Project Coordinator and Lee County Management Support

As the project begins, the roles and responsibilities of the Drisdell Consulting Services Project Support Coordinator and Lee County Technical and Project Manager are defined.

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Drisdell Consulting Services Responsibilities

- Drisdell Consulting Services Project Coordinator is the primary contact for Lee County questions relating to the Kronos System upgrade and implementation.
- Drisdell Consulting Services Project Coordinator verifies support from Lee County Executive Sponsor and Steering Committee (BoCC), when necessary.
- Drisdell Consulting Services Project Coordinator assists Lee County Project Manager with all project management tasks, including:
 - Participate in Planning meetings.
 - Identifying a phased strategy for implementation.
 - Working with the Lee County's Project Manager to develop a detailed project plan.
 - Assist with developing a Project Charter.
 - Verifying completion of all contracted deliverables.
 - Management of open issues.
 - Provide risk assessment and management, and contingency plan details to Lee County Project Manager.
 - Drisdell Consulting Services Project Coordinator works with Lee County Project Manager to set expectations and assist in the preparation of communications to Executive Sponsor and Board of County Commissioners as necessary.
 - Drisdell Consulting Services Project Coordinator coordinates and schedules Drisdell Consulting Services resources.
 - Drisdell Consulting Services Project Coordinator participates in periodic meetings and status conference calls.
 - Drisdell Consulting Services Project Coordinator will participate in review of Major Milestones, either on-site or remotely as required.

Lee County Responsibilities

- Lee County Technical Project Manager is responsible for providing all computer hardware, operating system software, database software, and non-Kronos provided software and hardware necessary for the operation of Kronos applications.
- Provide a person or persons who will function as the Technical Administrators, responsible for securing and scheduling resources for the Kronos Project.
- Lee County Project Manager assures appropriate Lee County resources are available when applicable.
- Lee County Project Manager and Payroll & Human Resources Manager works with Drisdell Consulting Services Project Coordinator to develop and maintain detailed project plans.
- Coordinates the resources to complete all applicable surveys for new configuration as defined as part of the upgrade process and/or VERIFYING Parallel Testing results.
- Lee County Project Manager participates in periodic meetings and status conference calls.
- Lee County Project Manager reviews and approves major milestones.
- Lee County Project Manager works with Drisdell Consulting Services Project Coordinator to manage open issues.
- Lee County Project Manager works with Drisdell Consulting Services Project Coordinator to assess risks during the project.
- Lee County Project Manager works with Drisdell Consulting Services Project Coordinator to develop and implement Change Management and Rollout Plan.
- Lee County Project manager responsible for developing a communications plan for project team members.

Workforce Central Upgrade

Staging: In this phase, the details of the staging of an initial test upgrade data and identifying final upgrade data migrations are performed.

36

Drisdell Consulting Services Responsibilities	Lee County Responsibilities
<ul style="list-style-type: none"> Review system software, licensing and ensure application installations are available and performed. Assist in the preparation of non-migratable configuration including ancillary module mappings, hyperfind queries and Schedule Groups / patterns. Sign off on the System Validation Specification - Milestone 1. 	<ul style="list-style-type: none"> Assure Lee County hardware / technology environment meets Drisdell Consulting Services / Kronos specifications. Provide appropriate resources to represent Lee County during the preparation of environments both before and during staging . Sign off on the System Validation Spec – Milestone 1.

<p>System Upgrade & Migration: During this phase, the system environment is verified, software is installed and the system is upgraded and migrated according to the Project Plan. The tasks in this section will be performed twice. Once for Test and non-migration data conversion and again for final upgrade and conversion to Production.</p>	<p>128</p>
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Drisdell Consulting Services Responsibilities	Lee County Responsibilities
<ul style="list-style-type: none"> Verify that all information requested in the Installation Guides is available. Re-Configure hardware devices configuration and ensure communications are established. <p><u>Network</u></p> <ul style="list-style-type: none"> Verify that the network can provide sufficient response time between the client PCs and the database server. If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time. <p><u>Data Center</u></p> <p><u>Database Server</u></p> <ul style="list-style-type: none"> Verify that the Workforce Central database server is available, has the correct Operating System installed, the correct Operating System Service Packs, if any, are installed, the correct version of the database and appropriate Service Packs, if any, are installed, and the database parameters have been correctly set. Verify that sufficient disk space exists for the installation of Workforce Central product. Verify that the data space has been configured and sized correctly for the database being used. Understand any other applications that will reside on the database server, and discuss any performance implications. <p><u>Web Server(s) and App Server(s) / VM Env.</u></p> <ul style="list-style-type: none"> Verify that the server has the correct Operating System installed, and the correct Operating System Service Packs, if any, are installed.. Verify the any required middleware is installed 	<ul style="list-style-type: none"> Schedule Lee County personnel for appropriate training classes. Assure Lee County hardware / technology readiness checks have been performed for both the Test and Production environments, including: Verifying the correct operating systems and required service packs have been installed on all servers. Verifying the database software and any required service packs have been installed on the database server. Network is in place. Static IP addresses have been assigned to Central Terminals. Validate and manage the push of required JRE / Java client for Workforce Central v6.3 for server and client systems. Prepare the database server for the appropriate database per the instructions in the Workforce Central V6.3 Installation Guide. Perform Database upgrade procedures. Provide Drisdell Consulting Services immediate access to the appropriate resources during configuration. Complete any remaining configuration tasks and load any required data. Provide access and security to the applicable network and servers.

and configured correctly, and the server can connect to the database.

Configuration Client(s), Background Processor Server(s), Communication Server(s)

- Verify that the systems upon which the software will be installed meets the required specification, or Lee County has plans to upgrade them to meet the required specification before they will be used for this application.
- Verify that the correct database middleware has been installed on the systems, and they can connect to the database.

Software Installation and Upgrade

- Install upgrade for the DB Manager program, Application Server software, Background Processor server software, licensing program and database utilities on the appropriate systems (or database server, if the Single Server Solution is being implemented).
- Modify ODBC settings and check connectivity to the database.
- Run a script to initialize the Workforce Central database objects.
- Review the installation log to assure that all Workforce Central objects were created successfully.
- Apply the current Kronos Service Pack, if any.
- Run the Reconcile function and the Stats and Recomp scripts for the first time.
- Install all other necessary software for the Data Center systems.
- Unless otherwise provided for, the above steps are limited to one (2) instances of the database (one for Test and the other for Production)
- Assist in upgrading any additional "core" components of Workforce Central and any purchased ancillary modules.
- Re-build of Device Manager from converted Data Collection manager data.
- Assure System Administrator knows how to complete any remaining items and load any necessary data.
-

System Conversion: During this phase, the system environment is verified, verify software is installed appropriately and the system is configured to the System Specification.		86
Drisdell Consulting Services Responsibilities	Lee County Responsibilities	

<ul style="list-style-type: none"> • Install and configure the Workforce Central manual settings including internal system settings. • Verify database settings are re-aligned to both Test and Production environments. • Verify 4500 device settings are aligned properly between Test and Production environments. • DB reconcile and Unit Testing of primary conversion components. 	<ul style="list-style-type: none"> • Provide appropriate resources and system access during installation, if needed.
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Upgrade Certification: In this phase, the system build is verified to the System Specification	24
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Drisdell Consulting Services Responsibilities	Lee County Responsibilities
<ul style="list-style-type: none"> • Verify Work Rules/Pay Rules are configured with validation of new feature set settings as per the System Specification. Note: New or altered configuration requirements that are not part of this estimate and/or excluded from the “Additional Services” section of this SOW will require a change order. • For Interfaces, verify that import files can be processed correctly, and that export files are correct. • Make any necessary configuration changes and update System Specification. • Milestone 2 sign-off. 	<ul style="list-style-type: none"> • Provide appropriate resources to test the Kronos System to the System Specification. • Document any request for changes on the Drisdell Consulting Services Change request Form. • Test any changes requested. • Sign off on the System – Milestone 2.

Rollout Support: In this phase, the Drisdell Consulting Services project team is available to assist the Lee County project team with any issues that arise during the system rollout.	32
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Drisdell Consulting Services Responsibilities	Lee County Responsibilities
<ul style="list-style-type: none"> • Provide onsite and/or phone support during system parallel testing. • Make any necessary programming changes from approved Change Requests. • Drisdell Consulting Services personnel are available via telephone for Roll Out support. • Implementation signoff - Milestone 3. 	<ul style="list-style-type: none"> • Provide appropriate resources to be responsible for Go-Live and the Roll Out of Workforce Central. • Sign off on the Implementation - Milestone 3.

Workforce Integration Manager Conversion

Staging: In this phase, the existing Kronos Connect Interfaces are converted to the new Integration Manager format. There are provisions for the conversion for up to 4 interfaces.	58
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Drisdell Consulting Services Responsibilities	Lee County Responsibilities
<ul style="list-style-type: none"> • Develop requirements document for the required Workforce Integration Manager interfaces. • Analyze existing Workforce Integration Manager interfaces and determine antiquated and/or 	<ul style="list-style-type: none"> • Communicate requirements for the Workforce Integration Manager interfaces. • Complete ancillary surveys if required. • Provide data in a structure (flat file, table, etc.) for all Workforce Integration Manager into Workforce

<p>unnecessary interface utilization.</p> <ul style="list-style-type: none"> • Include logic to exclude updates of key fields for existing Employee records (10hrs) • Note: New or altered configuration requirements are not part of this estimate and if applicable, are referenced as part of Appendix C (below). • Document status. <p>System Specification</p> <ul style="list-style-type: none"> • Work with Lee County personnel to complete the specification validation documentation for each Workforce Integration Manager interface. These surveys specifications will become part of the System Specification. • Provide Lee County with revised estimate if applicable. • System Specification Signoff, Milestone 1. 	<p>Central software.</p> <ul style="list-style-type: none"> • Validate existing Workforce Integration Manager interfaces and determine antiquated and/or unnecessary interface utilization. • Communicate with other vendors as needed. • Create test plan. <p>System Specification</p> <ul style="list-style-type: none"> • Provide appropriate resources to represent Lee County during the preparation of the requirement documentation, which become the basis of the System Specification. • System Specification Signoff, Milestone 1.
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System Certification: In this phase, the system build is verified to the System Specification.		24
Drisdell Consulting Services Responsibilities	Lee County Responsibilities	
<ul style="list-style-type: none"> • Assist with testing of each Workforce Integration Manager interface. • Make any necessary configuration changes and update System Specification. • Provide interface process training. • System Certification Signoff, Milestone 2. 	<p>Provide appropriate resources to test the Workforce Integration Manager interfaces to the System Spec. Coordinate testing with other vendors if necessary. Document any request for changes on the Drisdell Consulting Services Change Request Form. Test any changes requested.</p> <ul style="list-style-type: none"> • System Certification Signoff, Milestone 2. 	

Rollout Support: In this phase, the Drisdell Consulting Services project team is available to assist the Lee County project team with any issues that arise during the system rollout.		8
Drisdell Consulting Services Responsibilities	Lee County Responsibilities	
<ul style="list-style-type: none"> • Provide onsite and/or phone support during system testing. • Make any necessary programming changes from approved Change Requests. • Drisdell Consulting Services personnel are available via telephone for Roll Out support. • Implementation signoff - Milestone 3. 	<p>Provide appropriate resources to be responsible for the Roll Out of the Workforce Connect interfaces. Document any request for changes on the Drisdell Consulting Services Change request Form. Test any changes requested.</p> <ul style="list-style-type: none"> • Sign off on the Implementation, Milestone 3. 	

Professional Services – Additional Optional Services		
	Days	Hours
Configuration change related to OT1.0 (Workforce Timekeeper and Integration manager interface modifications) (Appendix C)	t/b/d	88
Develop interface extract and reload of data and edits from v5.0 to v6.3 (Appendix D)	t/b/d	88

Comments Regarding Additional Professional Services

User Assisted Acceptance Certification and Test

Below is one example of a very successful, detailed method of testing. Testing will be discussed during the project and test script templates / example of testing points provided to Lee County. Additional time (2 days) has been allocated to Project Coordination during the upgrade. Additional time (2 days) has been allocated to assist in editing these templates as well as providing onsite assistance to prepare, kickoff and monitor testing procedures (2 days).

This particular test strategy is very formal and the majority of the work is the Lee Countys. It goes through a few phases for test:

Unit Test - Test the individual components, pay rules, Access Profiles, Display Profiles Etc..

Integrated Test I - Test the system together, as a whole without interfaces

Integrated Test II - Include the interfaces in the test and the outputs to payroll

User Acceptance Testing - UAT: This is sometimes called parallel testing, but we use it as a live test. We may take 5-10 of the hardest departments (most difficult rules), choose 4 or 5 people from each department and let them go through a full cycle (either a 1 week payroll cycle or two). This serves as more than just a rule test, they test the training, the system performance, help desk (if applicable) reports, interfaces, clocks, and the payroll closing. The people in the test are not always the people who are slated to go live first.

Operations Acceptance Testing - OAT: At the same time that UAT is being conducted the Lee County project team tests the network, disaster recovery, backups, fault tolerance, and any other operational areas.

This type of testing does not take any more time than a normal test. It does take more effort but is the most complete. In this type of testing we can determine problems early, and since we are testing incrementally when a problem does pop up we can easily find the cause.

This testing strategy has a very high rate of success upon go-live, but requires a detailed level of testing in order to be successful. The testing process will be discussed during the project and a level of testing will be agreed upon that both parties are comfortable with. Several test plan templates exist that can be shared with the Lee County and refined as necessary.

Estimated hours analysis for Assisted Testing and Certification Process:

Preparation/Resource Planning (Project Coordination): 8 hours over 2 days

- Establishment of clear goals and objectives for Testing and Certification Phase
- Coordination of effort – (resource and site planning)
- Formal communications to Lee County team
- Maintaining/resolving issues

Assistance Editing Test Script Templates (Application Consultant): 8 Hours over 2 days

On-site assistance during Testing (Application Consultant): 8 Hours over 2 days

- Assistance to prepare, kickoff and monitor testing procedures

Please note that the following hours (unless specified) are already included in the above

breakouts of Professional Services hours.

<u>Selected Ancillaries</u>	Hours
Workforce Event manager migration	6
Workforce Device manager - reconfiguration (post conversion)	10
Auto Lunch deduct locator is affecting the shift differential qualifier of minimum hours worked	4
Verify conversion or remove existing Furlough utilization configuration	2
Conversion of Custom Crystal Reporting to RDLC*	Not Included

* Additional determination to estimate requirement for potential outsourcing of custom reporting as well as the level of effort to address custom report conversion is pending.

Change Management

The following summarizes the Change Control Procedures for the Project:

1. Any request for additional products and/or services may result in an additional Statement of Work.
2. A Change to Scope is defined as any change affecting the project scope, deliverables, budgeted time, quality or schedule.
3. An approved Change Request will be required for any Changes to Scope, as defined above.
4. Any request for a change to Project Scope originating from Lee County must first be approved as a contemplated change by the Lee County Project Manager, who will then contact the Drisdell Consulting Services Project Manager and submit a Change Request Form for approval.
5. Any request for a change to Project Scope originating from Drisdell Consulting Services must first be approved as a contemplated change by the Drisdell Consulting Services Project Manager, who will then contact the Lee County Project Sponsor and submit a Change Request Form for approval.
6. No Change Requests will become part of the Project until approved in writing by Lee County Project Sponsor and the Drisdell Consulting Services Project Manager.
7. Any Change Request not approved by the Lee County will be deemed to be not approved. Any project schedule delays or additional costs due to lengthy delays in obtaining Change Request approval by Lee County will be the responsibility of Lee County. Drisdell Consulting Services reserves the right to bill Lee County for the time required to prepare responses to Change Requests on a time and material basis whether eventually approved or not.
8. Any approved Change Requests will form part of the project scope.
9. Any requests for additional work or changes to project scope may result in changes to previous deliverables or delivery dates.
10. Changes to Interface requirements will be considered as additional work. Changes to the Implementation Guidelines may require changes to the project scope.
11. Any additional travel time will be additionally billed in accordance with the policies defined in the "Drisdell Consulting Services Travel Expenses" section below.

Engagement Budget

The total dollar estimate of this Statement of Work constitutes Drisdell Consulting Services' good faith estimate of the Engagement Budget based upon our knowledge of the implementation requirements to date. The Engagement Budget is derived from the roles and rates associated with the resources necessary to complete the engagement. A Change Order signed by both the Lee County Project Manager and the Drisdell Consulting Services Project Manager is required to reallocate the Engagement Budget to fund a role whose budget has been exhausted. The table below defines the Engagement Budget by role:

Role	Hourly Rate	Number of Hours	Number of Dollars
Project Coordinator	155	58	8,990
Application Consultant	155	348	53,940
Technology Consultant	155	63	9,765
Application Consultant (for Additional Optional Services (Section 6))	155	176	27,280

Implementation Guidelines

1. The existing Payroll system will remain during the life of this Project.
2. No other projects are due to be implemented at the Lee County's sites that may impact the Project.
3. Lee County acknowledges that the existing IS infrastructure is able to perform in a satisfactory manner, and that any changes to the IS infrastructure during the life of the Project (including maintenance period) will not adversely impact system performance.
4. Any assigned resources for the project will have sufficient information/skills necessary in order to perform the assigned tasks, including network and database skills as required by the architecture of the system purchased. Additional resources or time required to complete tasks due to lack of information/skills of assigned resources will be considered out of project scope.
5. No customization is required to support import/export files other than the purchased Interfaces.
6. All work will be performed during normal business hours, 8am-5pm, Monday-Friday.
7. Any additional site visits required other than as necessary for the deliverables described in this Statement of Work will be billed at Drisdell Consulting Services' billing rate, including travel.
8. All work will be performed within the time frame agreed to and defined in the Project Plan.
9. Drisdell Consulting Services personnel working on Lee County's site will have access to the facilities and Lee County networks, as necessary. When Drisdell Consulting Services personnel are working remotely, they will have access to the Lee County's PCs, servers, and network via Drisdell Consulting Services standard VPN application.
10. All database maintenance, backups, upgrades, etc. are Lee County's responsibility.

Drisdell Consulting Services Travel Expenses

1. Lee County agrees to reimburse Drisdell Consulting Services for all reasonable and necessary local travel incurred by Drisdell Consulting Services in the performance of any Services, provided that such expenses comply with Federal & State of Georgia guidelines. Travel will be charged for all local travel round-trip from the nearest Drisdell Consulting Services office (Lilburn, Georgia) to Lee County's facility.
2. Lee County agrees to pay any travel expenses such as airfare, lodging, meals and local transportation incurred by Drisdell Consulting Services to deliver purchased Services. Lee County will be billed directly for these expenses.

Appendix C - Configuration change related to OT1.0

Overview

Currently in Workforce Central v5.0 a manual process is required to re-allocate hours from Regular (REG, PART TIME or TEMP) pay Codes to the OT1.0 Pay Code. This is based on policy as it has been explained that compares worked hours during the week against Expected Hours as defined by information provided to Kronos through the Employee Import interface.

Desired Solution

Using standard functionality available in Workforce Central v6.3, it is desired to have the re-distribution of hours automated.

Potential Configuration Solution

Based on information and examples received from Lee County, there is a solutions that would utilize primarily two (2) features now available in Workforce Central v6.3. The first is Date Effective Pay Rules. Pay Rules have historically been non-date effective meaning that once an Employee is moved to a new Pay Rule, any accumulated time associated with that employee is re-calculated under the governance of the new Pay Rule

assignment. This historically could impact data not intended to be effected by the change. This may be controlled using Effective Dated Pay Rules in v6.3. Another feature that will aid in a potential solution are Employee Terms profiles. Under Employee Terms, Employees assigned to particular profile may have certain overtime policies applied to their Timecard based on conditions that occur during the Pay Period.

Potential Solution Detail

The following represents an assessment and preliminary unit test of a solution to address the requirement. Further refinement and validation of the solution will occur during the implementation / upgrade of the system.

This estimation includes the development and Unit Testing of this functionality.

Total Estimated Development Hours: 88

Appendix D - Develop interface to extract and reload of Parallel data from v5.0 to v6.3
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Overview

As an alternative to performing a full Parallel or partial Parallel (page 11) under the new Workforce Central v6.3 system, there is a potential opportunity to develop an additional Workforce Integration Manager interface that will extract Punches and User Edits from the source (WFC v5.0) system and import the same Punch and User Edit transaction data into the target system (WFC v6.3).

Desired Solution

An Extract and Reload interface will facilitate the

Potential Configuration Solution

Based on information and examples received from Lee County, there is a solutions that would utilize primarily two (2) features now available in Workforce Central v6.3. This solution requires access to a pre-converted (WFC 5.0) database and Application as well as a post conversion (WFC v6.3) database and Application. It is assumed that both a Test and Production environment will be available for this interface during parallel testing.

Potential Solution Detail

The following represents an assessment and preliminary unit test of a solution to address the requirement. Further refinement and validation of the solution will occur during the implementation / upgrade of the system. A standard Workforce Integration Manager interface will be specified, developed, tested and utilized for Parallel testing purposes as part of this effort. Licensing for this additional interface is the responsibility of Lee County.

This estimation includes the development, Unit Testing and support of Parallel functionality.

Total Estimated Development Hours: 88

EXHIBIT B

Date: 03/27/2013

COMPENSATION AND METHOD OF PAYMENT

For Consulting Services for Time & Attendance System

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT 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 CONSULTANT 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.)
01	Project Management Services	\$8,990.00	N.T.E.	W.I.P.P.
02	Technical Consultation Services	\$9,765.00	N.T.E.	W.I.P.P.
03	Application Consultation Services	\$81,220.00	N.T.E.	W.I.P.P.
TOTAL		\$99,975.00		

TOTAL
(Unless list is continued on next page)

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Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT 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 CONSULTANT 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 03/27/2013, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT 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 03/27/2013, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 03/27/2013

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for Consulting Services for Time & Attendance System

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

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Management Services	\$155	1	\$155
Technical Consultation Services	\$155	1	\$155
Application Consultation Services	\$155	1	\$155

*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".

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ATTACHMENT NO. 2 TO EXHIBIT B

Date: 03/27/2013

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for Consulting Services for Time & Attendance System

CONSULTANT OR SUB-CONSULTANT NAME: Project Manager, Application Consultant or Technical Consultant
 (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)	\$0.565/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
Breakfast	\$ 9.00
Lunch	\$13.00
Dinner	\$24.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
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.	

NOTE: N.T.E. indicates Not-To-Exceed
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 01/01/2010

EXHIBIT C

Date: 03/27/2013

TIME AND SCHEDULE OF PERFORMANCE

for Consulting Services for Time & Attendance System

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
	To be determined as defined in "Exhibit A"		

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EXHIBIT D

Date: 03/27/2013

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

for Consulting Services for Time & Attendance System

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

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

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EXHIBIT E

Date: 03/27/2013

PROJECT GUIDELINES AND CRITERIA

for Consulting Services for Time & Attendance System

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

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

Item No. 1

none

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EXHIBIT F

Date: 03/27/2013

AMENDMENT TO ARTICLES

For: Consulting Services for Time & Attendance System

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

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09/25/01

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

Blue Sheet No. 20130373

1. ACTION REQUESTED/PURPOSE:

- A) Concur with the selection of Construction Managers by the Qualification Selection Committee for RFQ130035, ANNUAL CONSTRUCTION MANAGEMENT CONTRACT, and authorize staff to negotiate on a project-by-project basis the percentage of the CM fees and the Guaranteed Maximum Price (GMP) with the following thirteen local firms: DeAngelis Diamond Construction, Inc.; J.L. Wallace, Inc.; Compass Construction, Inc.; Karr Group, Inc. d/b/a Casey Construction; Suffolk Construction Company, Inc.; Manhattan Construction (Florida); Brooks & Freund LLC; Westco Builders of Florida, Inc.; Fowler Construction and Development, Inc.; Owen-Ames-Kimball Company; Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction; Gates Butz Institutional Construction LLC; and Stultz, Inc.
- B) Award this contract for a period of two years.
- C) Authorize Chair to execute Agreements on behalf of the Board upon receipt.

2. FUNDING SOURCE:

N/A

3. WHAT ACTION ACCOMPLISHES:

Provides the County with several Construction Managers capable of providing any and all services on an as-needed, project-by-project basis under the construction management process for projects valued from \$100,000 through \$1,000,000.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: C7D

6. Meeting Date: 4/30/2013

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- Statute
 Ordinance
 Admin Code AC-4-4
 Other

9. Request Initiated

Commissioner:
Department: PROCUREMENT
 MANAGEMENT
Division: No Divisions
By: Robert Franceschini

10. Background:

Statements of Qualifications were solicited on behalf of the Board of County Commissioners for professional construction management services for Lee County.

The deadline for receipt of the Statements of Qualifications was March 14, 2013. A total of 21 Statements of Qualifications were submitted within the established date and time. All but two of the responses were considered at the Qualifications Evaluation Committee meeting on March 28, 2013 (Target Builders and The A2 Group did not sign the required County forms and were disqualified). The voting members of the Evaluation Committee consisted of the following staff members: Dave Harner, Acting Assistant County Manager (as Chair); Damon Grant, Construction and Design Director; and Ayoub Al-Bahou, Construction and Design. Firms were evaluated and short listed on points-based criteria with only the 15 firms achieving the highest point score totals considered qualified. Criterion used were as listed in the solicitation request which included: experience; financial qualifications; personnel and equipment; and miscellaneous. Based on the information submitted by the Contractors in their Statements of Qualifications and the low quantity of work expected, it was the consensus of the Committee to select

11. Required Review:

<i>Robert Franceschini</i>	<i>Dawn Perry-Lehnert</i>	<i>Emma Wolf</i>	<i>Mike Figueroa</i>	<i>David Harris</i>	<i>Christine Brady</i>
PROCUREMENT MANAGEMENT	County Attorney	Budget Analyst	Risk	Budget Services	County Manager

12. Commission Action:

13 construction managers to be placed on the annual contract.

Because of the amount and variety of construction projects needed during the year, staff recommends that the County continue the use of the construction management process. This process decreases the time required to bid out projects individually and provides a variety of construction management firms to work on \$100,000 to \$1,000,000 projects on an as-needed basis.

Each project's Guaranteed Maximum Price (GMP) will be brought back for Board approval.

Funds will be available within specific project budgets.

Attachment: 1) Ranking Order of Firms
2) Evaluation Meeting Minutes
3) Contract Sample

QUALIFICATIONS COMMITTEE
OVERALL RANKING SHEET
FOR
RFQ130035 ANNUAL CONSTRUCTION MANAGEMENT CONTRACT
Thursday, March 28, 2013
1:00 pm

COMPANY NAME	POINTS OBTAINED
Environmental Restoration Consultants	47
Deangelis Diamond Construction	89
J.L. Wallace	91
Compass Construction	83
Casey Construction	82
Suffolk Construction	88
Manhattan Construction	85
Brooks & Freund	91
Wright Construction Group	79
AIM Construction Contracting	79
Westco Builders of Florida, Inc.	84
REI Engineers	35
Made In Rio	50
Fowler Construction	85
Owen Ames Kimball	88
Chris-Tel	92
Gates Butz	86
AMEC Environment & Infrastructure	71
Stultz	82

COMMITTEE MEMBER

SIGNATURE: D.W. A II

DATE: 3-28-13

MEMORANDUM

To: PROJECT FILE, MINUTES OF MEETING
From: Procurement Management
Date: March 28, 2013
RE: RFQ130035 Annual Construction Management Contract – Short List Meeting

MEETING DATE: 3/28/13 BEGINNING TIME: 1:00 p.m.

ATTENDEES:

COMMITTEE MEMBERS: Dave Harner, Damon Grant, Ayoub Al-Bahou

At 1:00 p.m. the Qualifications Committee meeting was called to order by Bob Franceschini, Procurement Management Representative. Introductions were put on the record by everyone in attendance.

Meeting was then turned over to the Chair of the Committee, Dave Harner.

The Letters of Qualifications submitted by the nineteen (19) firms were reviewed, discussed, and points were assigned per the criteria stated in the solicitation.

Following the discussions, the consensus of the committee was to short list the following firms:

Deangelis Diamond Construction	Fowler Construction
J.L. Wallace	Owen Ames Kimball
Compass Construction	Chris-Tel
Casey Construction	Gates Butz
Suffolk Construction	Stultz
Manhattan Construction	
Brooks & Freund	
Westco Builders of Florida	

Brief Committee Discussion Decision:

The discussion centered around each firm's ability to meet the following four (4) criteria:

1. Experience. (Maximum 35 points)
2. Financial Qualifications. (Maximum 20 points)
3. Personnel and Equipment. (Maximum 35 points)
4. Miscellaneous. (Maximum 10 points)

A maximum total of 100 points was available with only the firms achieving the 15 highest point score totals to be short listed.

Environmental Restoration Consultants received a total score of 47 points due to their lack of relevant experience.

DeAngelis Diamond Construction received a total score of 89 points based on their experience, personnel and equipment, and aggressive DBE recruitment program.

J.L. Wallace received a total score of 91 points based on their experience, personnel and equipment, and aggressive DBE recruitment program.

Compass Construction received a total score of 83 points based on their experience and personnel and equipment.

Casey Construction received a total score of 82 points based on their experience and personnel and equipment.

Suffolk Construction received a total score of 88 points based on their experience, personnel and equipment, and aggressive DBE recruitment program.

Manhattan Construction received a total score of 85 points based on their experience and personnel and equipment.

Brooks & Freund received a total score of 91 points based on their experience, personnel and equipment, and aggressive DBE recruitment program.

Westco Builders of Florida received a total score of 84 points based on their experience and personnel and equipment.

Fowler Construction received a total score of 85 points based on their experience and personnel and equipment.

Owen Ames Kimball received a total score of 88 points based on their experience and personnel and equipment.

Chris-Tel Construction received a total score of 92 points based on their experience, personnel and equipment, and aggressive DBE recruitment program.

Gates Butz received a total score of 86 points based on their experience and personnel and equipment.

Stultz received a total score of 82 points based on their experience and personnel and equipment.

After discussing the above, it was determined that due to the low quantity of work expected it was the consensus of the Committee to select 13 construction managers (listed above) to be placed on the annual contract.

The chair entertained a motion to approve the list of construction managers and scores. The motion was made by Ayoub Al-Bahou and seconded by Damon Grant, and then called and carried with no further questions.

The meeting was adjourned by the chair at 2:30 p.m.

Attachment: Overall Ranking Sheet

QUALIFICATIONS COMMITTEE
OVERALL RANKING SHEET
FOR
RFQ130035 ANNUAL CONSTRUCTION MANAGEMENT CONTRACT
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Fowler Construction	85
Owen Ames Kimball	88
Chris-Tel	92
Gates Butz	86
AMEC Environment & Infrastructure	71
Stultz	82

COMMITTEE MEMBER

SIGNATURE: D.W. A II

DATE: 3-28-13

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
ANNUAL CONTRACT FOR CONSTRUCTION MANAGEMENT

THIS AGREEMENT, made this ____ day of _____, 2013, by and between LEE COUNTY, FLORIDA, a political subdivision and Charter County of the State of Florida, hereinafter, "Owner," and _____, a _____ corporation, Licensed to Conduct Business in the State of Florida, hereinafter, "CM."

WITNESSETH:

WHEREAS, on or about February 22, 2013, the Owner issued its Solicitation No. **RFQ130035 ANNUAL CONTRACT FOR CONSTRUCTION MANAGEMENT**; and

WHEREAS, the CM has timely submitted a proposal in response to the Owner's Request for Qualification, whereby the CM has offered to provide construction management services on a continuing basis for projects between one hundred thousand dollars (\$100,000.00) and one-million dollars (\$1,000,000.00), as needed; and

WHEREAS, on _____, 2013, the Owner selected and designated thirteen (13) contractors be a CM for the **ANNUAL CONTRACT FOR CONSTRUCTION MANAGEMENT**, subject to the subsequent negotiations, preparation, approvals and execution of a definitive agreement between Owner and CM; and

WHEREAS, the Owner and CM are desirous of entering into such a definitive agreement pursuant to which CM will provide construction management services, all as more fully set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **COMMENCEMENT**: The contract shall be for a period of two (2) years beginning ____, 2013.
2. **STATEMENT OF WORK**: The Board of County Commissioners deemed thirteen (13) contractors to be qualified, and has awarded a Contract to each contractor. Each CM will enter into an Agreement to provide complete construction management services for a wide range of minor-to-medium scale future construction and renovation projects on an as-needed basis as may be required by the Owner in accordance with the terms and conditions of RFQ130035. The execution of this Agreement will not constitute a commitment on promise to the CM that any work will be awarded to the CM. Rather, this Agreement governs the rights and obligations of the parties as outlined in the following paragraphs, all Work undertaken by CM for Owner pursuant to this Agreement and the procedures to be utilized during the term and any extension of the term of this Agreement.

The Owner shall provide a summary of Work to be performed which will provide the CM with sufficient specifics so as to submit a negotiated percentage fee from the Table listed in Exhibit A.

3. **COMPENSATION**: The Owner shall pay the CM for the performance of the Work pursuant to the negotiated percentage fee and Guaranteed Maximum Price (GMP).

4. **NOTICES:** All notices from the County to the CM shall be deemed duly served if mailed by registered or certified mail to the CM at the following address:

All notices from the CM to the County shall be deemed duly served if mailed by registered or certified mail to the County at the following address:

Procurement Management Office
Lee County Board of County Commissioners
P O Box 398
Fort Myers FL 33902-0398
239.533.5450

The CM and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

5. **NO PARTNERSHIP:** Nothing herein contained shall create or be construed as creating a partnership between the County and the CM or to constitute the CM as an agent of the County. CM is and shall remain an independent contractor, that term is generally understood and may be dictated by law.
6. **PERMITS: LICENSES: TAXES:** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the CM prior to the commencement of the work. Payment for all such permits issued by the County shall be processed internally by the County. CM is not responsible for paying for permits issued by Lee County, but is responsible for acquiring all permits. Owner may require the CM to deliver internal budget transfer documents to applicable Lee County agencies when the CM is acquiring permits.

All permits, fees and licenses necessary for the prosecution of the Work which are not issued by Lee County shall be acquired and paid for by the CM. CM shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

7. **NO IMPROPER USE:** The CM will not use, nor suffer or permit any person to use in any manner whatsoever, county facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the CM or if the County or its authorized representative shall deem any conduct on the part of the CM to be objectionable or improper, the County shall have the right to suspend the Contract of the CM. Should the CM fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The CM further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

8. TERMINATION: Should the CM be found to have failed to perform his services in a manner satisfactory to the County and requirements of this Agreement, the County may terminate said Agreement immediately for cause; further the County may terminate this Agreement for it's convenience upon providing the CM with a thirty (30) day written notice. Issues relating to failure to perform on unsatisfactory performance shall be determined solely by the County.
9. NO DISCRIMINATION: The CM agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
10. INSURANCE: Before final execution of the Agreement and until acceptance of the Work by the Owner, the CM shall procure and maintain insurance of the types and of the limits specified below for the term of the Agreement as follows:

An Insurance Certificate shall be required from the CM. Such form must be properly executed and submitted by an authorized representative of the insurance company and CM. Such certificate of insurance must have a 30 days notice of cancellation, state that the coverage is primary, and shall be in the types and amounts stated below. The Certificate should include producers phone number and reference the name of the project.

Certificate of Insurance. Lee County Board of County Commissioners, its officers and employees is to be specifically included as an Additional Insured on the Commercial General Liability coverage.

In the event the insurance coverage expires prior to the completion of the project, a written renewal certificate shall be issued thirty (30) calendar days prior to said expiration date. The policy shall provide a thirty (30) calendar day written notification clause in the event of cancellation or modification to the policy.

It shall be the responsibility of the CM to ensure that all sub-contractors carry General Liability Insurance, Automobile Liability, and Workers' Compensation in compliance with statutory limits. The Certificate of Insurance must contain the following limits:

- (a) Worker's Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a minimum limit of \$500,000.00 each accident. The certificate shall include a waiver of subrogation from the carrier.
- (b) Commercial General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent CMs and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. Lee County Board of County Commissioners, its officers and employees shall be included as an Additional Insured.

- (c) Business Automobile Policy: Shall have minimum limits of \$1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership and be based on occurrence basis.
- (d) All Risk Builders Risk or Installation Floater: All Risk coverage, with the limits of insurance to equal 100% of the completed contract amount of such addition(s), building(s), or structure(s). Any deductible is the responsibility of the CM. The Owner shall be named as an additional insured only with respect to losses in connection with this contract. (THIS INSURANCE WILL BE REQUIRED FOR EACH PROJECT RECEIVED UNDER THIS AGREEMENT, UNLESS SPECIFICALLY WAIVED BY THE OWNER)

The CM agrees that the requested insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by the CM, its agents, employees, sub-contractors, etc.

- 11. INDEMNIFICATION: The CM shall indemnify, save harmless and defend the Owner and all of its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the CM, his agents, consultants, employees, or sub-contractors, in the execution of the work or in consequence of any negligence or carelessness in guarding the same and agrees to assume all related costs.

The CM shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of the work until the same shall have been completed and accepted. The CM agrees to repair, restore or rebuild any damages he causes to any property of the Owner. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The CM shall give to the proper regulatory authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. He shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

- 12. BONDS: The Owner shall use its discretion for bond where a project may be in excess of \$100,000.00 but completed in less than sixty (60) days.

When required by Owner, the CM shall furnish a Public Payment and Performance Bond prior to commencing performance, for the full amount of the Work which shall act as a security guaranteeing the performance of the CM's work and the payment by the CM to any other party(ies) providing labor and/or materials in connection with each construction or renovation project performed by the CM in excess of \$100,000.00.

If the surety for any bond furnished by CM is declared bankrupt, becomes insolvent, loses its right to do business in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the CM shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

13. PAYMENTS: Generally, the CM will be paid upon completion; however, for Work in excess of thirty (30) days, the CM may indicate its wish to receive Progress Payments. Before any payment will be made, CM must provide Owner with the fully executed Progress Payment as a condition precedent to release of each progress payment. All applications for payment, whether for full payment or a progress payment shall be in writing.
14. PAYMENTS WITHHELD: Owner may decline to approve any Application for Payment, or portions thereof, because of defective, unsatisfactory or incomplete work, outstanding punchlist items, subsequently discovered evidence or subsequent inspections. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due CM under this Agreement or any other agreement between Owner and CM, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective or unsatisfactory Work not remedied; (b) third party claims filed or reasonable evidence indicating a probable filing of such claims; (c) failure of CM to make payment properly to sub-contractors for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indications that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the CM, or (g) any other material breach of the Contract Documents, terms and conditions.

If any conditions described above are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at CM's expense. Owner also may offset against any sums due CM the amount of any liquidated or unliquidated obligations of CM to Owner, relating to or arising out of this Agreement.

15. SUBMITTALS AND SUBSTITUTIONS: Any substitution of products/materials from specifications shall be approved in writing by Owner in advance.
16. CONTRACT TIME AND TIME EXTENSIONS: Time is of the essence in the performance of any Work under this Agreement and CM shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and material men, as well as coordinating its work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by CM. CM shall be solely responsible for all construction means, methods, techniques, sequences, and procedures as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's supplies and CM's.

Should CM be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of CM, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, CM shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CM may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve CM of his duty to perform or give rise to any right to damages or additional compensation from Owner. CM expressly acknowledges and agrees that it shall receive no damages for delay. CM's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

17. CHANGES IN THE WORK: Owner shall have the right at any time during the progress of the Work to increase or decrease the scope of Work. Promptly after being notified of a change, CM shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to the CM for any increased compensation without such written order. No office, employee or agent of Owner is authorized to direct any extra or changed work without a written authorization executed by an authorized individual on behalf of the Owner.

A change Order shall be issued and executed promptly after an agreement is reached between CM and Owner concerning the requested changes. CM shall promptly perform changes authorized by duly executed Change Orders. The contract Amount and contract time shall be adjusted in the Change Order in the manner as Owner and CM shall mutually agree.

18. COMPLIANCE WITH LAWS: CM agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, administrative rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If CM observes that the Contract Documents are at variance therewith, it shall promptly notify Owner in writing.
19. CLEAN UP: CM agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, CM shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.
20. ASSIGNMENT: CM shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. If CM does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward CM all of the obligations and responsibilities that CM has assumed toward Owner.

21. WARRANTY: CM shall obtain and assign to Owner all express warranties given to CM or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. CM expressly warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents.

CM further expressly warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, CM shall correct it promptly after receipt of written notice from Owner. CM shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.

22. EMPLOYEES: The CM shall employ people to work at the Owner's facilities who are neat, clean, well groomed and courteous.

23. TESTS AND INSPECTIONS: If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requests any portion of the Work to be specifically inspected, tested or approved, CM shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the Owner the requested certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Owner.

24. PROTECTION OF WORK: CM shall fully protect the Work from loss or damage during construction and shall bear the cost of any such loss or damage until final payment has been made. If CM or anyone for whom CM is legally liable is responsible for any loss or damage to the work, or other work or materials of Owner or Owner's separate CMs, CM shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due CM.

CM shall not load nor permit any part of any structure to be loaded in any manner that will endanger the integrity of the structure, nor shall CM subject any part of the work or adjacent property to stresses or pressures that will endanger it.

CM shall not disturb any benchmark established by the Owner with respect to the Project. If CM, or its subcontractors, agents or anyone, for whom CM is legally liable, disturbs the Owner's benchmarks, CM shall immediately notify Owner. The Owner shall re-establish the benchmarks and CM shall be liable for all costs incurred by Owner associated therewith.

25. **EMERGENCIES:** In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, CM, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. CM shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if CM believes they are significant changes in the Work or variations from the Contract Documents have been caused thereby.

If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

If CM fails to provide the forty-eight (48) hour written notice noted above, the CM shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

26. **COMPLETION:** When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, CM shall notify Owner in writing that the entire Work (or such designated portion) is substantially complete and request that Owner issue a Certificate of Completion (substantial or final Certificate of Completion). Within a reasonable time thereafter, Owner and CM shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner does not consider the Work (or designated portion) substantially complete, the Owner shall notify CM in writing giving the reasons therefor.

If the Owner considers the Work (or designated portion) substantially complete, Owner shall prepare and deliver to CM a Certificate of Completion (substantial or final Certificate of Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or correct by CM before final payment.

Owner shall have the right to exclude CM from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow CM reasonable access to complete or correct items on the tentative punchlist.

Upon receipt of written certification by CM that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, Owner will make such inspection and, if Owner finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that on the basis of his observations and inspections, and the CM's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due CM is due and payable. Final payment shall not become due and payable until CM submits: (1) Final Payment Certification; (2) Consent of Surety (if applicable) to final payment; and (3) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipt, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

Owner reserves the right to inspect the Work and make an independent determination as to the acceptability of the Work. Unless and until the Owner is satisfied as to the completion of the Work, the final payment shall not become due and payable.

27. LIQUIDATED DAMAGES: The "Commencement Date" shall be established in the Notice to Proceed to be issued by the Owner. CM shall commence the work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by CM prior to the commencement Date shall be at the sole risk of CM.

The Work shall be substantially completed within the time agreed upon by the Owner and CM. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so Owner can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall reach final completion and be ready for final acceptance by Owner within the time specified.

Owner and CM recognize that since time is of the essence for any work under this Agreement, Owner will suffer financial loss if the Work is not substantially completed with the time specified. Should CM fail to substantially complete the Work within the specified time period, Owner shall be entitled to assess as liquidated damages but not as a penalty, an amount specified for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially completed on the date the Owner issues a Certificate of Substantial Completion pursuant to the terms hereof. CM hereby expressly waives and relinquishes any right which it may have to seek characterized the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if CM fails to substantially complete the Work in a timely manner.

When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

28. CONTRACT ADMINISTRATION: This agreement shall be administered on behalf of the Lee County Board of County Commissioners.
29. SUBJECT TO APPROPRIATION: It is further understood and agreed, by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners, annually or otherwise.
30. Work by Others. The Owner may perform additional Work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.

The CM will afford the other Contractors who are parties to such direct contracts (or the Owner, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the CM will coordinate and cooperate with the applicable entity responsible for this portion of the Work.

31. Direct Material Purchases. The CM shall review the design for the purpose of identifying major equipment and/or material purchases that may be advantageous for the Owner to purchase directly from suppliers as a cost saving measure. Once items have been identified and quantified by the CM, and approved by the Owner for direct purchase, the Owner will issue purchase orders and process payment for invoices approved by the CM.

The CM shall prepare and be responsible for all quantities, descriptions, specifications, guarantees, payment schedules, etc., and all other required information to be included in the Owner issued purchase orders.

The CM shall be responsible for coordinating and scheduling with subcontractors, Owner, and material/equipment suppliers for all Direct Material Purchases. The CM shall be responsible for providing all necessary information to the Owner in order for the Owner to issue purchase orders in a timely manner and consistent with the project schedule. The CM and its subcontractors shall be responsible for expediting, receiving, unloading, storing, protecting, handling, etc. all Direct Material Purchases as if the material and equipment had been purchased by the CM or its subcontractors.

32. Minority Participation Policy. The CM is advised that the Lee County Board of County Commissioners has adopted a Resolution establishing an overall 10% goal for local Disadvantaged Business Enterprise (DBE) participation in County procurement's. CM will take all reasonable and necessary affirmative steps to assure that local DBE firms will be utilized for this project. Each specific project will attempt to meet a 10% goal for Local DBE participation.

33. This Agreement shall in all aspects be interpreted, construed and enforced pursuant to the Laws and Administrative Rules of the State of Florida. Venue shall be in Lee County.

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

Signed, sealed, and delivered in the presence of:

Secretary

(Corporate Seal)

(Correct Name of Business)

By: _____
Title

Date: _____

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

Attest: Clerk of the Board

By: _____
Chair

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Assistant County Attorney

EXHIBIT A

DATED: _____, 2013

ANNUAL CONTRACT FOR CONSTRUCTION MANAGEMENT

This table is intended as a guideline for negotiation of fees. These fees may be adjusted higher or lower based on the project specific conditions as may be approved by the Lee County Project Manager.

First \$125,000.00 at	9.5%
Next \$125,000.00 at	8%
Next \$250,000.00 at	7%
Next \$500,000.00 at	6%

Direct Material Purchase

Lee County is a tax-exempt entity, the Construction Manager is obligated to Lee County and will make every effort possible to utilize the Direct Material Purchase program.

Construction Manager Signature

RFQ130035 ANNUAL CONTRACT FOR CONSTRUCTION MANAGEMENT
PROPOSAL FORMAT

When calculating a GMP for any Lee County project the Construction Manager shall follow the below format utilizing Exhibit A % scale:

Hard Costs from Subcontractors	\$	
Contingency	\$	
Bond	\$	_____
Subtotal	\$	_____
Administrative Costs (General Conditions)	\$	
CM Fee (both in dollars & %)	\$	_____ (____%)
Total GMP	\$	

Provide the following as part of your proposal for each project:

- Name of Consultant that provided the documents & plans (if applicable).
- Date of the plans used to solicit bids for the GMP (if applicable).
- Substantial and Final Completion Time.
- Include a tabulation of subcontractor bids taken by the construction manager for each sub-trade.
- General Conditions breakdown
- Administrative costs breakdown

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

Blue Sheet No. 20130349

1. ACTION REQUESTED/PURPOSE:

A) Approve the Second Amendment to the Bokeelia Boat Ramp Operations Agreement between Lee County and Tropic Star of Pine Island, Inc. to provide for the Maintenance and Operations of the Boat Ramp and Cottages (RFP-07-07) for an additional five year period running from 12/1/2012 through 11/30/2017.

B) Approve an amendment to the lease Payment Provisions to provide a flat rate payment of \$3200 to start with a \$300 increase every three years.

C) Grant the Parks and Recreation Director the authority to administratively renew this contract for up to two additional five year periods, for a total of 20 years ending in 2028, provided the terms and conditions of the approved Agreement, as amended by the Board, remains unchanged.

D) Authorize the Chair to execute the Second Amendment on behalf of the Board.

2. FUNDING SOURCE:

Revenue will be deposited into the General Fund. Revenue was budgeted for FY12-13.

3. WHAT ACTION ACCOMPLISHES:

Provides Lee County with a entity that will be responsible for the Maintenance and Operation of the Bokeelia Boat Ramp and Cottages under a long term lease agreement that has the potential to remain in effect until 2028. Establishes escalating lease payments for the duration of the lease term.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C9A

6. Meeting Date: 4/30/2013

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

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

9. Request Initiated

Commissioner:
Department: PARKS AND RECREATION
Division: No Divisions
By: Dana Kasler

10. Background:

Pursuant to the award under RFP-07-07, on August 7, 2007, the Board approved an Agreement with Tropic Star of Pine Island, Inc., to perform the Maintenance and Operations of the Bokeelia Boat Ramp and Cottages. The initial contract term was five years (December 1, 2007 through November 30, 2012) with the option to negotiate and renew for up to three additional five year renewal periods.

On December 11, 2012 the Board approved an extension to this agreement for six months, to allow Parks and Recreation additional time to renegotiate the lease payment provisions.

Parks and Recreation and Tropic Star have reached an agreement regarding the lease payments that will allow Tropic Star to pay a flat monthly fee, which will increase by \$300 every three years. The proposed and recommended payment schedule is as follows:

11. Required Review:

<i>Dana Kasler</i>	<i>Robert Franceschini</i>	<i>Dawn Perry-Lehnert</i>	<i>Anne Henkel</i>	<i>David Harris</i>	<i>David Harner</i>
PARKS AND RECREATION	Purchasing	County Attorney	Budget Analyst	Budget Services	County Manager

12. Commission Action:

The monthly lease payments for the property identified as the Bokeelia Boat Ramp and Cottages, will be as follows, beginning July 1st of the designated year and continuing until June 30th of the subsequent year.

2013	\$3200	2018	\$3500	2023	\$4100
2014	\$3200	2019	\$3800	2024	\$4100
2015	\$3200	2020	\$3800	2025	\$4400
2016	\$3500	2021	\$3800	2027	\$4400
2017	\$3500	2022	\$4100	2028	\$4400

The new flat based fee is roughly a 40% increase over what was paid to Lee County in 2010- 2011 and roughly 17% increase in payment to the County from last year, 2011 – 2012. If adopted it will allow this small local business to prosper.

- Attachments: 1) Original Agreement
2) First Amendment Agreement
3) Proposed Second Amendment

**AGREEMENT FOR MANAGEMENT OF
BOKEELIA BOAT RAMP AND COTTAGES OPERATIONS**

WHEREAS, Lee County, a political subdivision and charter county of the State of Florida, hereinafter referred to as "County", owns the Bokeelia Boat Ramp and Cottages located at 7290 Barrancas Avenue, Bokeelia, Florida 33922; and

WHEREAS, the Board of County Commissioners of Lee County, Florida, desires to have the Bokeelia Boat Ramp and Cottages Operation managed by Tropic Star of Pine Island, Inc., a Florida corporation, hereinafter referred to as "Tropic Star"; and

WHEREAS, Tropic Star desires to manage the Bokeelia Boat Ramp and Cottages Operation (RFP-07-07).

NOW, THEREFORE, the parties hereto hereby agree as follows:

INITIAL RECITALS

1. The above recitals are hereby incorporated into this Agreement as though fully set forth below.
2. The Bokeelia Boat Ramp and Cottages Operation is defined as that property (including buildings and all structures) as shown on the warranty deed and map attached as Exhibit "A", incorporated herein by reference.

TERM OF AGREEMENT

3. This Agreement shall commence on December 1, 2007, for an initial term of five (5) years, subject to the termination provisions specified below. It may be renewed for successive terms of up to three (3), five (5) year renewal options upon mutual agreement, for a possible total twenty (20) year term. The parties shall commence negotiations of a new agreement, if any, at least six (6) months prior to the end of the current term.
4. This Agreement may be terminated by either party, upon six (6) months written notice. The County shall not have the right to terminate this Agreement for the purpose of turning over management of the Bokeelia Boat Ramp and Cottages Operation to a third party or solely because Tropic Star is making a profit. In addition, the Agreement may be terminated at any time by mutual agreement of both parties. In the event of such termination, Tropic Star shall return the Bokeelia Boat Ramp and Cottages premises to the County in the same or better condition than it was received, normal wear and tear excepted.

C10f

8-7-07

MANAGEMENT OF BOKEELIA BOAT RAMP AND COTTAGES

5. The County hereby contracts with Tropic Star to manage the Bokeelia Boat Ramp and Cottages for the term hereof (and any extensions as provided under this Agreement).
6. Tropic Star may enter into leases, licenses, contracts, subleases, assignments or other agreements of its choice regarding use, maintenance and/or operation of the Complex, with prior approval by the County. The relationship between the parties shall be that of independent contractors, and nothing herein shall be construed as creating a partnership, joint venture, or any relationship other than independent contractors. Tropic Star shall provide County with signed copies of all subleases, partnership and joint venture agreements.
7. The Bokeelia Boat Ramp and Cottages shall be used as an emergency relief center, should Lee County be affected by a major or catastrophic disaster, or if the Governor requests the use of the facility to assist another part of Florida with relief of a major or catastrophic disaster. The purpose of the relief center would be to coordinate and promote an efficient flow of donated goods and services entering into the area as a result of a major or catastrophic disaster, or as a center to support another area of the state impacted by a major or catastrophic disaster. As an emergency relief center, the Bokeelia Boat Ramp and Cottages Operation would serve one of the following missions: (a) a Regional Relief Center (RRC) as defined by the State Comprehensive Emergency Management Plan; (b) a Volunteer and Donations Staging Area for donated relief resources entering Lee County; (c) a Volunteer and Donations Staging Area supporting another established Regional Center. However, it is understood that the Bokeelia Boat Ramp and Cottages Operation would be used to carry out these missions only under the following conditions: (a) The Board of County Commissioners of Lee County has issued a State of Local Emergency, or the County has been affected by a major or catastrophic disaster; and/or (b) the Governor, under Executive Order, requests the use of the Bokeelia Boat Ramp and Cottages to assist another area recover from a major or catastrophic disaster. The County agrees to pay all costs associated with the usage under this Paragraph.
8. Tropic Star shall not use the Bokeelia Boat Ramp and Cottages for any unlawful purpose, and shall comply with all lawful rules, regulations and ordinances of governmental authorities wherein the Bokeelia Boat Ramp and Cottages is located. Without County's permission Tropic Star shall not operate any passenger boat, ferry, water taxi or equivalent type operation and shall prohibit the operation of any passenger boat, ferry, water taxi or equivalent type operation by other persons or entities with the exception of charter cruises of less than four (4) people.

Tropic Star shall provide reserved parking for the cottages. General car parking and trailer parking spots shall be available on a first come first served basis with no reservations allowed. Reserved parking areas for cottages, stores, and sub-leased operations shall be designated by Tropic Star and approved by Lee County.

9. Upon obtaining all of the necessary licenses and permits, Tropic Star may sell beer at the Bokeelia Boat Ramp and Cottages. The sale of wine and liquor is specifically prohibited.

HOURS OF OPERATION

10. Tropic Star shall maintain reasonable operating hours between the hours of 6:00 a.m. and 10:00 p.m. to include seven (7) days a week, including holidays. Tropic Star agrees to manage the Bokeelia Boat Ramp and Cottages Operation twenty-four (24) hours a day, seven (7) days a week.

MAINTENANCE

11. Tropic Star agrees to pay all costs of operation and maintenance of the Bokeelia Boat Ramp and Cottages during the term hereof, unless otherwise provided in this Agreement, and shall pay any applicable sales and use tax levied upon its use and occupancy of the Bokeelia Boat Ramp and Cottages. Tropic Star shall pay all utilities for the operation of the Bokeelia Boat Ramp and Cottages including but not limited to telephone, garbage, septic tank cleaning and pump-out, water, electric and cable.
12. County shall maintain and keep in repair the exterior of the stated premises during the term of this Agreement and shall be responsible for replacement of or repairs to the roof of any building located in the Bokeelia Boat Ramp Facilities.
13. County agrees to furnish HVAC and Tropic Star agrees to maintain same in satisfactory operating condition at all times during the term of this Agreement at the sole expense of Tropic Star.
14. Tropic Star shall be responsible for all landscaping and landscape maintenance of the premises.
15. County will be responsible for all interior and exterior pest control services.
16. Tropic Star agrees to furnish janitorial services and all necessary janitorial supplies for the Bokeelia Boat Ramp Facilities during the term of this Agreement.
17. Tropic Star shall provide for interior maintenance and repairs and replacement of interior equipment as may be necessary due to normal usage. Tropic Star shall

keep the interior of the stated premises in as good a state of repair as it is at the time of the commencement of this Agreement; reasonable wear and tear and unavoidable casualties excepted.

18. Tropic Star shall be responsible for the replacement of all windows broken or damaged in the stated premises.
19. Tropic Star shall have the right to make reasonable alteration in and to the stated premises during the term of this Agreement upon first having obtained the written consent from the County.
20. Tropic Star shall maintain all furnishings listed in Exhibit "C". Any additional furnishings purchased by Tropic Star shall be the property of Tropic Star.
21. Both parties acknowledge that the Bokeelia Boat Ramp and parking lot needs certain repairs and improvements, both at this time and in the future, and that there may be some improvements/repairs required which neither party can foresee at this time. Tropic Star shall perform various improvements and repairs to the Bokeelia Boat Ramp and Cottages over the course of this Agreement without penalty from the County. Tropic Star acknowledges that at some point the Bokeelia Boat Ramp may be closed for repair by the County. If the County requires that the Bokeelia Boat Ramp be closed for repair by the County, County will negotiate with Tropic Star in order to provide Tropic Star with financial relief due to the closure of the Bokeelia Boat Ramp during the time that it is being repaired.
22. Tropic Star agrees to maintain the Bokeelia Boat Ramp and Cottages premises in good condition and not to perform any permanent alteration(s) to the Bokeelia Boat Ramp and Cottages premises without prior discussion and written approval by the County through its Parks and Recreation staff and/or Facilities Management staff.
23. The County may inspect the Bokeelia Boat Ramp and Cottages premises at any reasonable time during the term of this Agreement.

PAYMENT PROVISION

24. Tropic Star shall submit payment to Lee County annually by December 1. Payment shall be calculated as follows:
 - A. Tropic Star shall pay County seven percent (7%) of the adjusted gross revenue collected for that year for hospitality services. After year one (1) year, Tropic Star shall owe County an additional two percent (2%) up to a maximum of fifteen percent (15%). Hospitality services, include, but are not limited to, cottage leases, store lease, store revenues, residential leases, etc.

Adjusted gross revenue is defined as gross revenue minus Lee County tourist tax and Florida sales tax collected by Tropic Star.

- B. Tropic Star shall pay County fifty percent (50%) of the revenues collected from boat ramp and parking fees charged by Tropic Star.
- C. Tropic Star must provide County with Tropic Star's fee schedule upon execution of this Agreement and within thirty (30) days prior to any change by Tropic Star to the fee schedule.
- D. By the tenth (10th) of each month, Tropic Star shall provide to Lee County, its monthly revenue reports.

FLORIDA PUBLIC RECORDS LAW

- 25. Tropic Star acknowledges that pursuant to Florida Public Records Law, all records pertaining to Tropic Stars performance of this Agreement may be subject to review by the public.

AUDIT PROVISION

- 26. County maintains the right to inspect and audit all financial records of Tropic Star, pertaining to the performance of this Agreement.

INSURANCE

- 27. Insurance for the Bokeelia Boat Ramp and Cottages Operation shall be provided by Tropic Star in accordance with Exhibit "B", which is attached hereto and hereby incorporated by reference.
- 28. Tropic Star shall provide a certificate of insurance to Lee County Risk Management evidencing Host Liquor Liability Insurance in a minimum amount of One Million dollars (\$1,000,000.000) combined single limited for Bodily Injury and Property Damage. Said certificate of insurance shall name the Lee County Board of County Commissioners as certificate holder and additional insured. Tropic Star agrees that the coverage granted to the additional insured applies on a primary basis, with the additional insured's coverage being excess.
- 29. Any landscaping installed on the premises by County shall be maintained by Tropic Star. Any new landscaping installed by Tropic Star must be approved by the Lee County Parks and Recreation Senior Supervisor for the Greater Pine Island Area.
- 30. In the event that any part of the facility at the Bokeelia Boat Ramp and Cottages is destroyed by fire or other casualty to the extent of at least twenty-five percent (25%)

of replacement cost, either party shall have the option of terminating this Agreement (or any renewal thereof) by serving written notice upon the other within thirty (30) days from the date of the casualty. In the event that any building is damaged or partially destroyed due to negligence by Tropic Star or any agent or employee of Tropic Star in the amount of less than twenty-five percent (25%) of the replacement cost, the County shall restore the premises and, to the extent such cost is not reimbursed to the County by the County's insurance, such non-reimbursed amounts shall be amortized over the remaining length of the Agreement or a five (5) year period (whichever is longer), and repaid by Tropic Star.

INVENTORY

31. An Inventory of all the County equipment and property located at the Bokeelia Boat Ramp and Cottages premises is attached hereto as Exhibit "C" and hereby incorporated by reference. Tropic Star may use such equipment and property, which shall continue to be the property of the County, and will repair or replace it with comparable equipment or property as deemed necessary. Upon expiration or termination of the Agreement, all equipment and property listed on Exhibit "C" will be returned, if possible, to the County in good condition, normal wear and tear excepted.

PARKING FEE SCHEDULE

32. Tropic Star agrees to adhere to the Lee County's external fee policy, with respect to parking charges as it may be amended from time to time.
33. Tropic Star agrees to honor all current County parking decals and may not charge patrons with current County parking decals a parking fee.
34. Tropic Star shall issue a paid receipt to all parking customers.
35. Tropic Star's parking rate shall not exceed the County's current parking fee schedule.
36. Tropic Star is responsible for opening and locking the Bokeelia parking ramp gate each morning and locking the Bokeelia parking ramp gate each evening.
37. Tropic Star agrees to operate the parking facilities at the Bokeelia Boat Ramp in accordance with hours of operation determined by the County.

INDEMNIFICATION

38. Tropic Star shall defend, hold harmless and indemnify the County from and against

any and all liability, loss, claims, damages, costs, attorneys fees, and expenses of whatever kind or nature which the County may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder, including but not limited to fraud, defalcation, or dishonesty on the part of any person represented or employed by Tropic Star or by reason of the intentional or negligent act of Tropic Star or its agents, representatives, and/or employees.

39. The County will be liable for money damages in tort for 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 the County while acting within the scope of the official's or employee's office or employment under the circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be amended from time to time.

MISCELLANEOUS PROVISIONS

40. This Agreement may only be modified by a written agreement signed with the same formality of this Agreement.
41. For purposes of notices hereunder, the respective parties shall be served by certified mail, return receipt requested, at their respective addresses as follows:

Tropic Star: Tropic Star of Pine Island, Inc.
Attn: Ms. ~~Sally~~ Tapager, VINCENT
P.O. Box 627
Bokeelia, FL 33922

Lee County: Lee County Parks and Recreation
Senior Supervisor for the Greater Pine Island Area
Attn: Joe Debacker
P.O. Box 398
Fort Myers, FL 33902-0398

In the event the contact person for either party changes, the changing party will notify the other party as soon as practicable regarding the identity of the new contact person.

42. Tropic Star agrees to adhere to all federal laws, state laws and local ordinances with respect to its fulfillment of this Agreement. Any violations of this provision may result in automatic termination of this Agreement by Lee County.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 7th day of August, 2007, by their respective officers or parties thereunto duly authorized.

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: Marcella Wilson
Deputy Clerk

By: [Signature]
Chair
DATE: 11/27/07

APPROVED AS TO FORM

By: Udell A. Bowen
County Attorney's Office



TROPIC STAR OF PINE ISLAND, INC.

By: Vincent C. Tappeler
Name: Vincent C. Tappeler
Title: President

STATE OF FLORIDA) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 28 day of November, 2007 by Dave Harner, an individual, who is personally known to me or has produced known as identification and did (did not) take an oath.

Lauren R. Lambrecht
Notary Public
Lauren R. Lambrecht
(Print Name)
My commission expires:

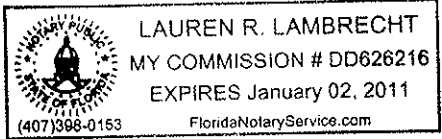


Exhibit "A"



INSTR # 6764585
DR BK 04687 Pgs 2346 - 2348; (3pgs)
RECORDED 04/29/2005 08:47:48 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 27.00
DEED DOC 21,000.00
DEPUTY CLERK G Sherwood

Prepared by and return to:
Timothy J. Bruehl

Waggoner & Bruehl, P.A.
5400 Pine Island Road, Suite D
Bokeelia, FL 33922

Will Call No.: 105

47

Parcel Identification No. 30-43-22-18.00000.001A & 30-43-22-07-0000B.0010

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 28th day of April, 2005 between Paul Gladding and Louise Gladding, husband and wife whose post office address is P. O. Box 470, Bokeelia, FL 33922 of the County of Lee, State of Florida, grantor*, and Lee County, a political subdivision of the State of Florida whose post office address is P. O. Box 398, Fort Myers, FL 33902 of the County of Lee, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTimes

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: _____

[Signature] (Seal)
Paul Gladding

[Signature]
Witness Name: BARBARA BEARDSLEY

[Signature] (Seal)
Louise Gladding

State of Florida
County of Lee

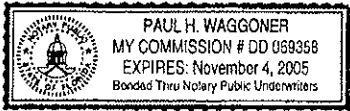
The foregoing instrument was acknowledged before me this 15th day of April, 2005 by Paul Gladding, who is personally known or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____



Acquisition approved by the Lee County Board
of Commissioners action on 2/15/2005
and accepted on behalf of the board by [Signature]
on 4/28/2005
in accordance with B/S 20050223 WatKon #1

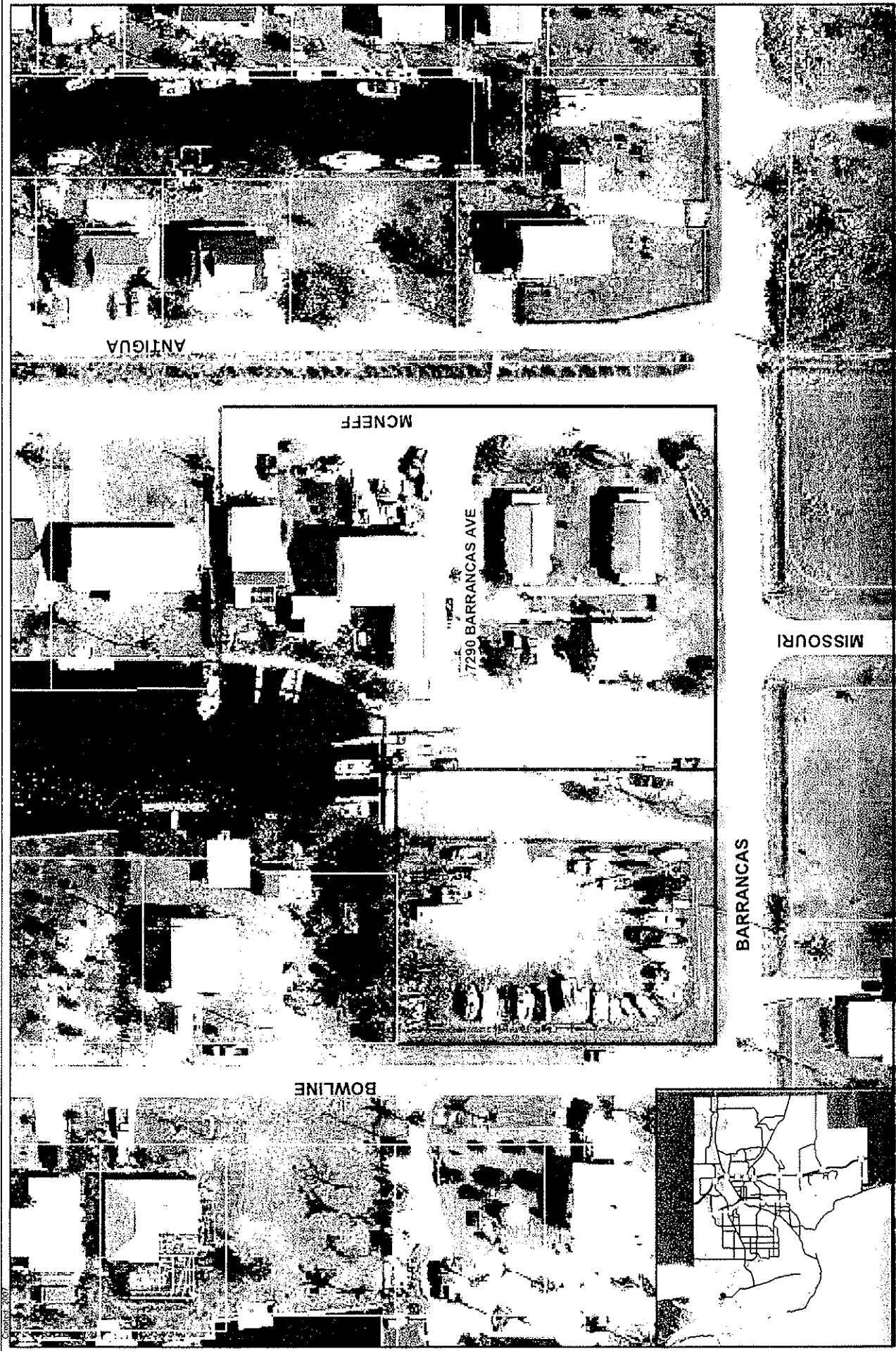
Exhibit "A"

Commencing at the Southwest corner of Government Lot 6, Section 30, Township 43 South, Range 22 East, Tallahassee Meridian, Lee County, Florida; thence East 1118.17 feet along the South line of said Government Lot 6 and North 25 feet to the point of beginning; thence from said point of beginning, North 290 feet; thence East to a point 15 feet West of the East line of said Government Lot 6; thence South parallel to said East line 290 feet to a point 15 feet West and 25 feet North to the Southeast corner of said Government Lot 6; thence West 223.17 feet along a line 25 feet North of the South line of said Government Lot 6 to the point of beginning. A permanent easement is hereby reserved over and across the East 50 feet of the above described property. Said 50 feet to be used as right-of-way for a public access road.

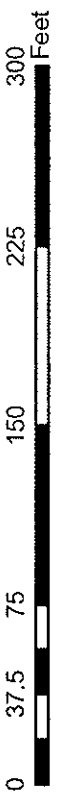
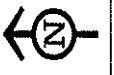
AND

Lot 1, Block "B", of SANDY SHOALS, Plat Book 22, Page 110 of the Public Records of Lee County, Florida.

Barrancas



This map is not a survey.
This map is for informational purposes only.
Lee County Parks & Recreation GIS
Created by: dcalver@lee.gov.com
HiProjects!





Bokeelia Boat Ramp and Cottages Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities, but are merely minimums.*

- a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease limit per employee

- b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

- c. **Business Auto Liability (if applicable)** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

**The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



LEE COUNTY
SOUTHWEST FLORIDA

Verification of Coverage:

1. Ten (10) days prior to the commencement of any work under the contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. **Lee County Board of County Commissioners shall be listed as Certificate Holder.**
 - b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an “Additional Insured” on the General Liability policies.***
 - c. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Exhibit "C"

Bokeelia Boat Ramp
7290 Barrancas Ave
Pine Island
Facility Inventory August 2007

Parking Lot

- Cylex Sign – Bokeelia Boat Ramp Sign
- Pay Tube with Padlock

Main Building – 2 Story Building

- 2 - Bay Rollup Doors
- 4 - Toilets
- 4 - Sinks
- 1 - Tub/Shower
- 1 - Shower
- 1 - Triple Stainless Steel Commercial Sink
- 1 - 40 Gallon Electric Water Heater
- 2 - Central Air Conditioner Units
- 4 - Ceiling Fans

House – 1 Story Building

- 1 - Central Air Conditioner Unit
- 1 - 40 Gallon Electric Water Heater
- 1 - Electric Range
- 1 - Refrigerator
- Kitchen Cabinets with Sink
- 1 - Toilet
- 1 - Bathroom cabinet with Sink
- 1 - Tub/Shower
- 2 - Ceiling Fans
- Screened in Lanai

3 Duplex Cottages – All 1 Story Buildings

- 6 - Wall Air Conditioner Units
- 6 - Gas Ranges
- 6 - Kitchen Cabinets with Sinks
- 6 - Showers
- 6 - Toilets
- 6 - Bathroom Vanity Cabinets with Sinks
- 2 - 40 Gallon Electric Water Heaters
- 1 - 28 Gallon Electric Water Heaters
- 6 - Screened in Porches



Tropic Star of Pine Island, Inc.

Reservations (941) 283-0015 — Fax (941) 283-7255 — www.Tropiccruz@aol.com

Monthly Report of Concession Gross Sales


PARK: Bokeelia Boat Ramp

DATE: January 10, 2008

PERIOD COVERED: FROM December 01, 2007 TO December 31, 2007

A.		FEE\$	TAX
Cottages	Units of service _____	xxx.xx	
Sales tax (6%)			xxx.xx
TDC use tax (5%)			xxx.xx
Home	Units of service _____	xxx.xx	
Sales tax (6%)			xxx.xx
Other rental spaces	Units of service _____	xxx.xx	
Sales tax (6%)			xxx.xx
Total		\$ 0.00	\$ 0.00
B.			
Kayak rentals	Units of service _____	xxx.xx	
Other misc. income	Units of service _____	xxx.xx	
Sales tax			xxx.xx
Total		\$ 0.00	\$ 0.00
Total Sales A. & B. / Total tax A. & B.		\$ 0.00	\$ 0.00
Commission fees to county 7% of adjusted gross			\$ 0.00
C.			
Ramp use fees	Units of service _____	xxx.xx	
Sales tax (6%)			xxx.xx
Parking fees	Units of service 605	2853.77	
Sales tax (6%)			171.23
Total Fees C. / Total tax C.		\$ 2853.77	\$ 171.23
Commission fees to county 50% of adjusted gross			\$ 1426.89
Misc. fees due Lee County (envelopes)			240.00
Total units of service		<u>605 vehicles</u>	
Total adjusted gross sales		\$ 2853.77	
Total sales & use tax collected			\$ 171.23
Total Commissions Payable to Lee County			\$ 1666.89

CERTIFICATION: I certify that this monthly sales statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records.

X 
Vincent C. Tapager, President
Tropic Star of Pine Island, Inc.

**FIRST AMENDMENT TO THE
AGREEMENT FOR MANAGEMENT OF
BOKEELIA BOAT RAMP AND COTTAGES OPERATIONS**

This FIRST AMENDMENT is executed this 29, day of NOV, 2012 between Lee County a political subdivision of the State of Florida (County); and, Tropic Star of Pine Island, Inc, a Florida Corporation (Tropic Star).

WHEREAS, the parties entered into an Agreement for the management of Bokeelia Boat Ramp and Cottages Operation on August 7, 2007 (Original Agreement); and

WHEREAS, the Original Agreement was for a term of five years (December 1, 2007 through November 30, 2012) and provides the option to renew the for three additional 5 years terms upon mutual agreement of the parties: and

WHEREAS, Tropic Star asked the County to renew the Original Agreement, and the County is amenable to renewal and modification; and

WHEREAS, the existing Agreement expires under its own terms on November 30, 2012; and

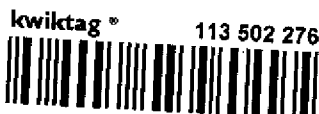
WHEREAS, the parties desire to continue the services provided by Tropic Star under the terms of an amended agreement; and

WHEREAS, in order to avoid a break in services and allow for modification of the existing Agreement, the parties agree that an extension of Original Agreement until May 31, 2013, under the existing terms and conditions, is appropriate.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein as though fully set forth below.
2. The term of the Original Agreement, as adopted August 7, 2007, is hereby reinstated and extended until May 31, 2013.
3. The terms, rights, conditions and responsibilities as set forth in the Original Agreement will remain in full force and effect through May 31, 2013.
4. This amendment becomes effective on the date it is approved by the Board of County Commissioners.

C9a
12-11-12



IN WITNESS of the above, the parties hereby execute this First Amendment.

ATTEST
CLERK OF COURT

LEE COUNTY, BOARD OF COUNTY
COMMISSIONERS

By: *Joyce Tolomeo*
Deputy Clerk

By: *[Signature]*, Chair



APPROVED AS TO FORM

[Signature]
Office of County Attorney

WITNESSES:

TROPIC STAR OF PINE ISLAND, INC.

Kathy Potucek
Printed name: KATHY POTUCEK

By: *Vincent C. Tapager*
Name: Vincent C Tapager
Title: Pres

Kathryn Ciccarelli
Printed Name: Kathryn Ciccarelli

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

Blue Sheet No. 20121053

1. ACTION REQUESTED/PURPOSE:

A. Approve Amendment to the Agreement For Management of Bokeelia Boat Ramp and Cottages between Lee County and Tropic Star of Pine Island, Inc. to provide for a six month extension from the termination date of November 30, 2012 to May 31, 2013.

B. Authorize the chair to execute the Amendment on behalf of the board.

2. FUNDING SOURCE:

N/A

3. WHAT ACTION ACCOMPLISHES:

Extends the current Agreement with Tropic Star to provide services with respect the maintenance and operation of the Bokeelia Boat Ramp and Cottages until May 31, 2013 (a 6 month extension). The extension is necessary to complete negotiations related to the County revenue derived from this site and allow the amendment to be drafted, executed and approved by the Board in accordance with the terms of the Original Agreement and RFP-07-07.

4. MANAGEMENT RECOMMENDATION: Approval

5. Departmental Category: <DeptCategory> *C9A*

6. Meeting Date: 12/11/2012

7. Agenda:
Consent

8. Requirement/Purpose: (specify)
 Statute
 Ordinance
 Admin Code AC-4-4
 Other

9. Request Initiated Commissioner:
Department: PARKS AND RECREATION
Division: No Divisions
By: David Harner

10. Background:

Pursuant to the award under RFP 07-07, on August 7, 2007, the Board approved an Agreement with Tropic Star of Pine Island for the Management of the Bokeelia Boat Ramp and Cottages Operations. The initial contract term of was five years (December 1, 2007 through November 30, 2012) with the option to negotiate for up to three additional five year renewal periods. Tropic Star has expressed a desire to continue providing management services to the County and has requested some modifications to the agreement. Lee County Parks and Recreation is considering the proposed amendments, which include the manner in which lease payments are calculated. At the present time the lease payments are based upon a percentage of the revenues obtained by Tropic Star. The percentage lease fee is difficult to track. Therefore, both parties believe a set monthly lease fee will be beneficial. At the conclusion of the negotiations, an amended agreement will be presented to the Board for consideration.

The purpose of the proposed six month extension is to ensure that the management services currently provided by Tropic Star at the Bokeelia Boat Ramp will continue through the negotiation process.

- Attachments: 1. Original Agreement
2. Proposed Amendment

11. Required Review:

<i>David Harner</i>	<i>Anne Henkel</i>	<i>David Harris</i>	<i>Dawn Perry-Lehnert</i>	<i>Holly Schwartz</i>	
PARKS AND RECREATION	Budget Analyst	Budget Services	County Attorney	County Manager	

12. Commission Action: *Approved*

BLUESHEET DOCUMENT
CONFIRMATION

FROM
THE DIVISION OF PUBLIC RESOURCES

DATE: 12-17-12

TO: Amy Hofschneider

FROM: Stacey Rohland
Administrative Assistant

Meeting Date 12-11-12 Blue Sheet# 20121053 Item# C9a

Subject: Agreement

THE ABOVE REFERENCED DOCUMENT(S) IS BEING RETURNED TO YOU FOR THE FOLLOWING REASON(S):

_____ There are blank spaces that need to be filled in.

_____ Attachment or Exhibit referred to in document is not attached.

_____ Please obtain the signature(s) of the second party to this document
OR record document(s) and RETURN ORIGINAL(S) TO MINUTES.

✓ _____ The document(s) is now fully executed and the Minutes Department has an ORIGINAL or COPY. As the originator of this blue sheet, the document(s) is being returned to you so that your office may provide copies or prepare transmittal letters to individuals involved with the subject matter.

✓ _____ 3 Original(s) Attached

_____ Other

**SECOND AMENDMENT TO THE
AGREEMENT FOR MANAGEMENT OF
BOKEELIA BOAT RAMP AND COTTAGES OPERATIONS**

This **SECOND AMENDMENT** is executed this, day of _____, 2013 between Lee County a political subdivision of the State of Florida (County); and, Tropic Star of Pine Island, Inc, a Florida Corporation (Tropic Star).

WHEREAS, pursuant to RFP 07-07, Tropic Star was awarded a contract for the Management of Bokeelia Boat Ramp and Cottages; and

WHEREAS, the parties entered into an Agreement, attached as Exhibit A, for the management of Bokeelia Boat Ramp and Cottages Operation on August 7, 2007 (Original Agreement); and

WHEREAS, the Original Agreement was for a term of five years (December 1, 2007 through November 30, 2012) and provides the option to renew the for three additional 5 years terms upon mutual agreement of the parties; and

WHEREAS, Tropic Star asked the County to renew the Agreement, and the County is amenable to renewal;

WHEREAS, the parties desire to continue the services provided by Tropic Star under the terms of an amended agreement; and

WHEREAS, on December 11, 2012, the Board approved the First Amendment to the Original Agreement providing an extension, under the same terms and conditions, to May 31, 2013 to facilitate modification of the existing Agreement; and

WHEREAS, in conjunction with the renewal for the first of the three optional five year terms the parties have determined it is appropriate to revise the terms and conditions as indicated herein; and

WHEREAS, the Board finds it is appropriate to renew the Original Agreement under the terms and conditions set forth in this Second Amendment.

NOW, THEREFORE, the parties agree as follows:

1. **RECITALS**. The above recitals are true and correct and incorporated herein as though fully set forth below.
2. **TERM**. Paragraph 3 of the Original Agreement is hereby modified to read as follows, with strike through identifying deleted text and underlining identifying

additional text:

This Agreement shall commence on December 1, 2007, for an initial term of five years, subject to the termination provisions specified below. It may be renewed for up to three additional five year periods under the same terms and conditions, for a possible total of twenty years. Renewal of subsequent terms, as permitted under this Agreement, may be administratively approved by the Parks and Recreation Director so long as the terms and conditions remain unchanged.

Pursuant to this Second Amendment, the term of this Agreement is hereby extended an additional five years beginning December 1, 2012 and ending November 30, 2017.

4. **PAYMENT PROVISION.** Paragraph 24 of the Original Agreement is deleted in its entirety and replaced with the following:

PAYMENT PROVISION

24. The monthly lease payments for the property identified as the Bokeelia Boat Ramp and Cottages, will be as follows, beginning July 1st of the designated year and continuing until June 30th of the subsequent year.

2013	\$3200	2018	\$3500	2023	\$4100
2014	\$3200	2019	\$3800	2024	\$4100
2015	\$3200	2020	\$3800	2025	\$4400
2016	\$3500	2021	\$3800	2027	\$4400
2017	\$3500	2022	\$4100	2028	\$4400

- A. Lease payments must be made no less than bi-annually. Biannual payments will be for due on or before December 31st for the period covered by July 1st through December 31st; and, on or before June 30th for the period covered by January 1st through June 30th.
- B. Tropic Star must provide County with a copy of Tropic Star's current fee schedule for all hospitality services, amenities and concessions (eg. store, ramp, parking and cottages) on or before July 1st of each year. If any changes in the fee schedule are made during the lease period, Tropic Star must provide a copy of the revised schedule to County 30 days prior to the institution of the fee changes.
- C. Tropic Star must provide County its monthly revenue reports for all hospitality services, amenities and concessions. These reports may be provided biannually (ie June 30th and December 31st), but must include a monthly breakdown.

5. **AUDIT PROVISION.** Paragraph 26 of the Original Agreement is hereby modified to add a second sentence as follows:

Tropic Star must provide Lee County with certified copies of tax returns related to and encompassing the property subject to this Lease Agreement within 30 days of a written request from the County.

6. **NOTICE.** Paragraph 41 is amended to reflect a change in the notice information for Tropic Star, which should read as follows:

Tropic Star Tropic Star of Pine Island, Inc.
Attn: Vincent Tapager
PO Box 627
Bokeelia, FL 33922

7. **ORIGINAL AGREEMENT.** The terms and conditions of the original Agreement not modified by this Amendment remain in full force and effect.

IN WITNESS of the above, the parties hereby execute this Second Amendment.

WITNESSES:

TROPIC STAR OF PINE ISLAND, INC.

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

ATTEST
CLERK OF COURT

LEE COUNTY, BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Cecil Pendergrass, Chair

APPROVED AS TO FORM

Office of County Attorney

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

Blue Sheet No. 20130385

1. ACTION REQUESTED/PURPOSE:

Present for information purposes interim reporting on selected financial activity.

2. FUNDING SOURCE:

N/A.

3. WHAT ACTION ACCOMPLISHES:

To provide interim reporting on selected funds, revenues, and expenditures of the Lee County Board of County Commissioners. Included in this report in compliance with Chapter 218.415, Florida Statutes, Local Investment Policies, is the stated and fair market value of the investments managed by the Clerk's Office. To include the Lee County Ordinance 02-28 activity for the Driver's Education Safety Trust Fund.

4. MANAGEMENT RECOMMENDATION: The purpose of this report is to convey to you the financial status of selected significant funds of the Lee County Board of County Commissioners, the status of specific revenues and expenditures as of the stated dates, and the market value of investments managed by the Clerk's Office on behalf of the Board.

5. Departmental Category: C16A

6. Meeting Date: 4/30/2013

7. Agenda:

Consent

8. Requirement/Purpose: (specify)

- Statute 218.415
- Ordinance 02-28
- Admin Code
- Other

9. Request Initiated

Commissioner: All
Department: CONSTITUTIONAL OFFICERS
Division: Clerk of Courts
By: Terry Mallow

10. Background:

11. Required Review:

<i>Terry Mallow</i>					
FINANCE					

12. Commission Action:

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

Blue Sheet No.

1. ACTION REQUESTED/PURPOSE:

Present for information purposes interim reporting on selected financial activity.

2. FUNDING SOURCE

N/A.

3. WHAT ACTION ACCOMPLISHES:

To provide interim reporting on selected funds, revenues, and expenditures of the Lee County Board of County Commissioners. Included in this report in compliance with Chapter 218.415, Florida Statutes, Local Investment Policies, is the stated and fair market value of the investments managed by the Clerk's Office. To include the Lee County Ordinance 02-28 activity for the Driver's Education Safety Trust Fund.

4. MANAGEMENT RECOMMENDATION:

The purpose of this report is to convey to you the financial status of selected significant funds of the Lee County Board of County Commissioners, the status of specific revenues and expenditures as of the stated dates, and the market value of investments managed by the Clerk's Office on behalf of the Board.

5. Departmental Category:

6. Meeting Date: April 30, 2013

7. Agenda:

Consent
Administrative

_____ Appeals
_____ Public
_____ Walk-On

8. Requirement/Purpose: (specify)

Statute 218.415
 Ordinance 02-28

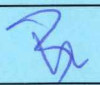
_____ Admin. Code _____
_____ Other _____

9. Request Initiated:

Commissioner _____
Department Clerk of Circuit Courts-
Finance & Records
Department

Division _____
By: Terry Mallow
Chief Financial Control
Officer

10. Review for Scheduling:

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

11. Commission Action:

_____ Approved
_____ Deferred
_____ Denied
_____ Other

Lee County, Florida
FINANCIAL REPORT TO THE BOARD OF COUNTY COMMISSIONERS
For the Month of March 2013

This report contains significant financial data for the stated period, which may be of interest to the Board of County Commissioners (BOCC) and the citizens of Lee County. Comments on variances, which meet a predetermined threshold, are provided for reserves, revenues and expenditures. This report is prepared and reviewed by the Lee County Clerk of Court's General Accounting Office.

Significant Statistical Data (pages 2 - 4)

These pages show data collected throughout the Finance Department for the reported month of the current and prior year. Items reported are interest collected, total dollars paid of processed invoices, and payroll totals and the number of employees. Included are graphs for current and prior year cash balances for the General Fund, MSTU fund, Library fund, Capital Improvement fund, Conservation 2020 fund, and Environmental Sensitive Land Management fund.

Significant Funds-Cash and Reserves (page 5)

This page shows by fund the cash and investments balance at the end of the reported month, original budgeted reserves, prior month budgeted reserve balance, current month budgeted reserve balance, and a month-to-month comparison (variance) on budgeted reserves. A distinction is made between governmental and business-type activities. Comments are made on any increase (decrease) in budgeted reserves from the prior month to the current month. Total year-to-date County investments are reflected on this page for informational purposes.

Significant Revenues (page 6)

This page shows budgeted revenues by revenue source for current year, current year-to-date actual, prior year-to-date actual, percent of actual variance for current year and prior year, and a variance on the change from prior year-to-date to current year-to-date. Five year historical year-to-date actual is presented for informational purposes. A distinction is made between governmental and business-type activities. Comments are based on a variance of at least 15% and \$500,000, up or down between current and prior fiscal years.

Expenditures By Primary Departments & Special Programs (page 7)

This page shows the adopted operating budget by department, amended operating budget year-to-date, year-to-date operating expenditures for current and prior year. The variance is based on the change from prior to current year-to-date expenditures. A distinction is made between governmental and business-type activities. Comments are based on a variance of at least 15% and \$500,000, up or down.

Significant Projects (page 8)

This page shows the listed projects projected cost, cumulative expenditures from prior years, current year expenditures, total expenditures-to-date, and funding source(s). Expenditures include all capital and operating expenses associated with each project. A comparison is not made for this report. The criteria used for selecting projects to report are based on total projected project cost of \$15 million or more. This report is updated annually for selected projects and funding sources.

Road Impact Fee Funds (page 9)

This page shows the cash balances, budget, actual expenditures, encumbrances, and revenue collected for road impact fee funds.

Interfund Loans (page 10)

This page shows interfund loan information such as: borrowing fund, loaning fund, start date, maturity date, principal borrowed, whether it is an interest bearing loan, interest rate, unpaid/accrued interest, and the cash balance of the borrowing fund.

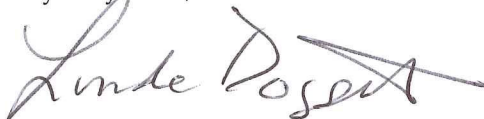
Driver Education Safety Trust Fund (page 11)

This page shows Drivers Education Safety Trust Fund year-to-date revenues collected and expenditures made to identified parties as required by Lee County Ordinance 02-28.

Investment Summary (page 12)

This page contains current BOCC investment data. This information is divided into two categories: (1) Treasury/Agency Bills, Notes and Bonds and (2) Liquid Investments for the reporting month. This information is required to be prepared monthly pursuant to Administrative Code 3-13, Investment Policy for the Board of County Commissioners.

Very Truly Yours,



Linda Doggett
Clerk of the Circuit Court
LD/kv/ga

Key Terms

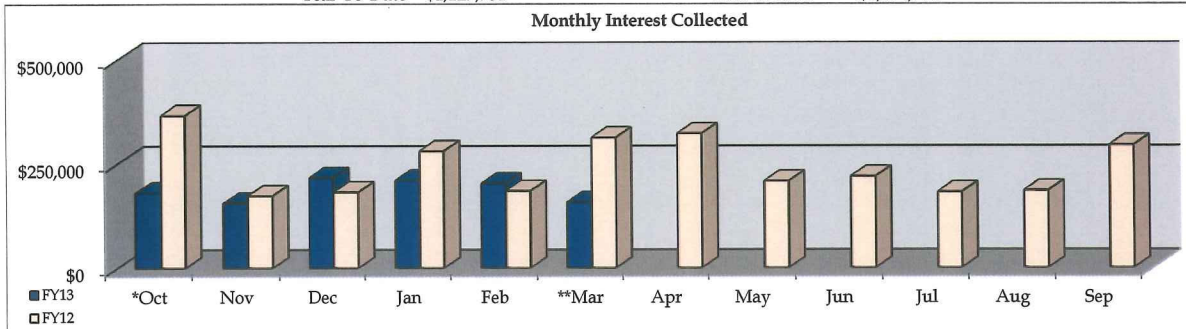
BOCC – Board of County Commissioners
Cash and Investments – Balance at month end
Port – Lee County Port Authority
Reserves – Adopted budget amount set aside for reallocation by the Board as needed during the year to fund unexpected operations or events
YTD – Year-to-Date (YTD totals are for the fiscal years being reported- October through September)
YTD Actual – Amount received to date
YTD Expenditures – Amount expended to date

Lee County, Florida
SIGNIFICANT STATISTICAL DATA
 For the period covering Fiscal Years 2013 and 2012

Prior year data covers October through September. Current year data covers October through the current reporting period.

Interest Collected

FY13			FY12		
March	\$158,479		March	\$313,490	
Year-To-Date	\$1,127,751		Year-to-Date	\$1,504,775	

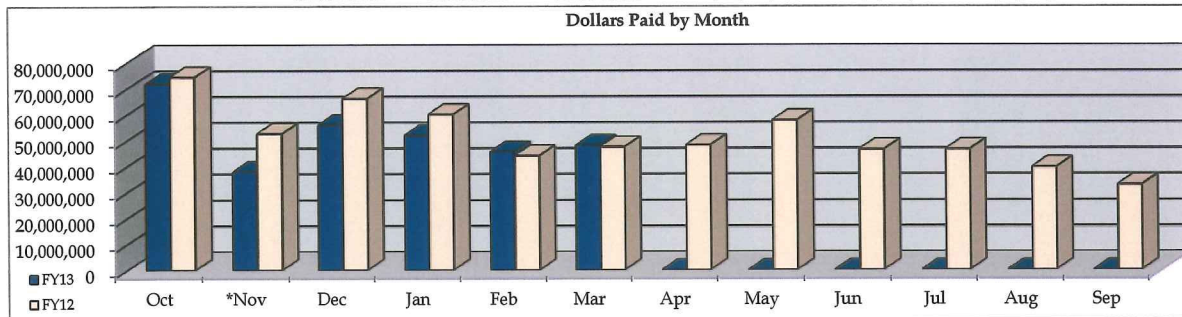


* Interest collected was lower in FY13 due to an average investment balance \$82.6 million less and higher yield investments maturing in FY12 with no comparable yields available to replace them.

** Interest collected was lower in FY13 due to higher yield investments maturing in FY12 with no comparable yield investments available to replace them.

Vendor Dollars Paid - BOCC and Port Authority

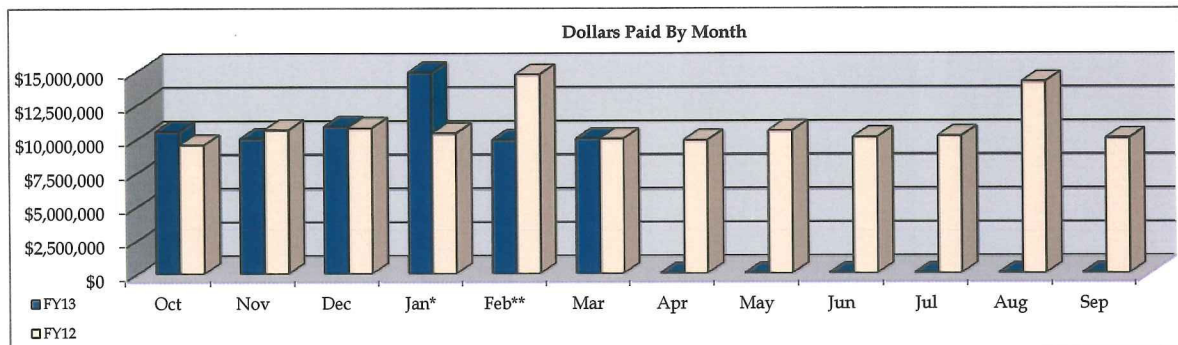
FY13-March			FY12-March		
BOCC	Port	Total	BOCC	Port	Total
\$42,073,446	\$6,055,403	\$48,128,849	\$44,724,736	\$2,777,111	\$47,501,847



*Nov FY12 Included Sheriff's Office draw for Oct and Nov.

Payroll - BOCC and Port Authority

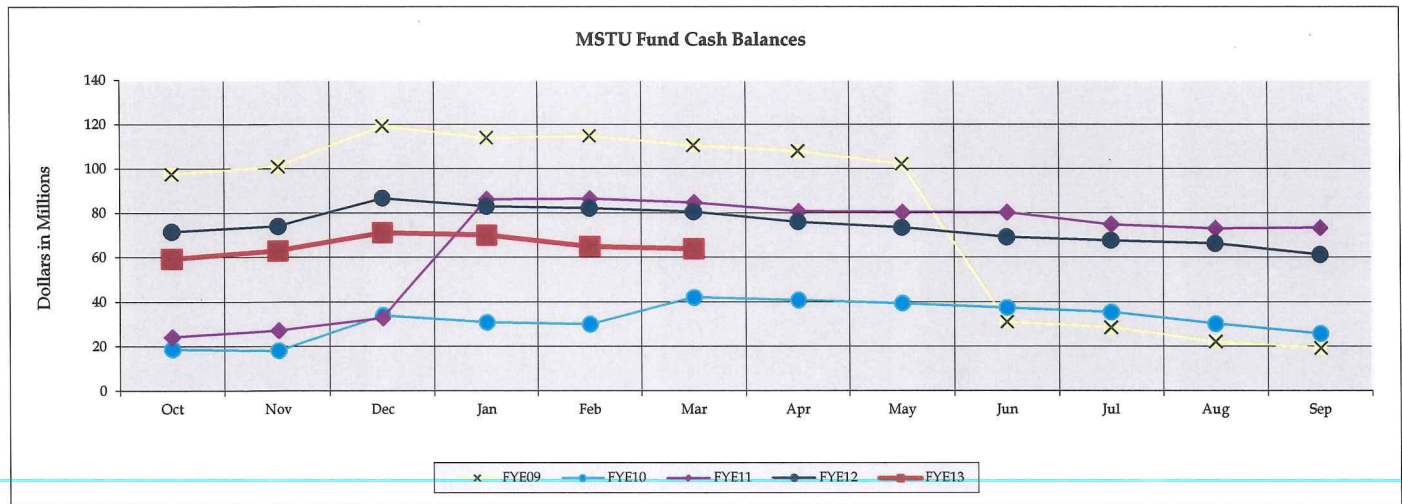
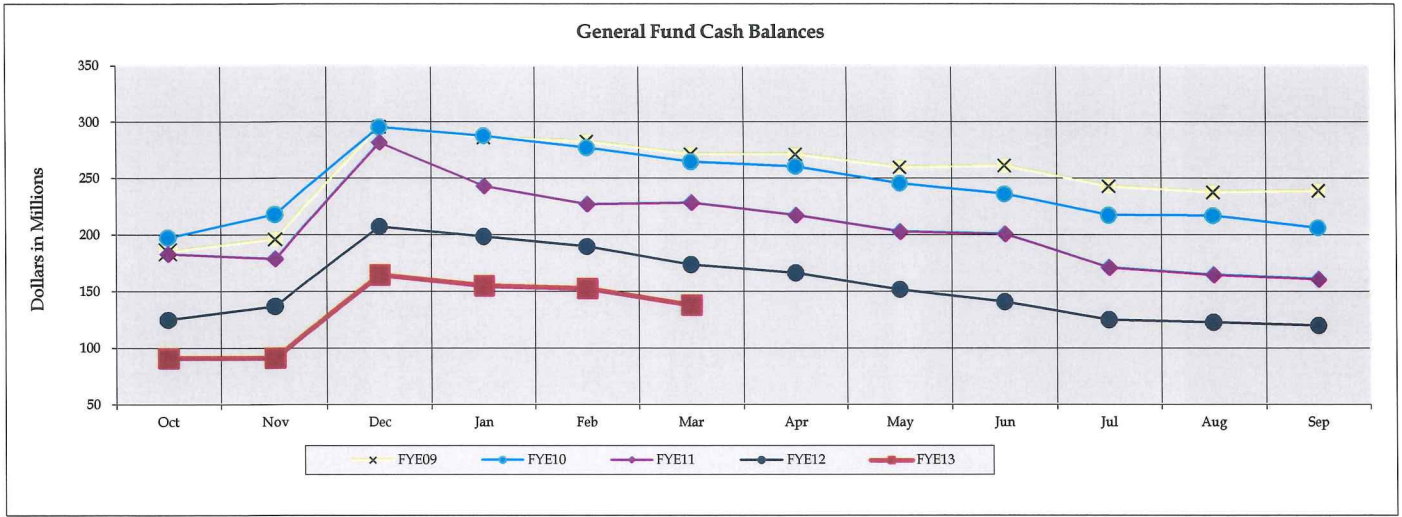
	FY13-March			FY12-March		
	BOCC	Port	Total	BOCC	Port	Total
Full-Time Employees	2,273	340	2,613	2,251	339	2,590
Part-Time Employees	153	5	158	142	1	143
Payroll Total	\$8,565,883	\$1,423,780	\$9,989,663	\$8,557,108	\$1,426,560	\$9,983,668



*January 2013 had three pay dates for BOCC.

**February 2012 had three pay dates for BOCC.

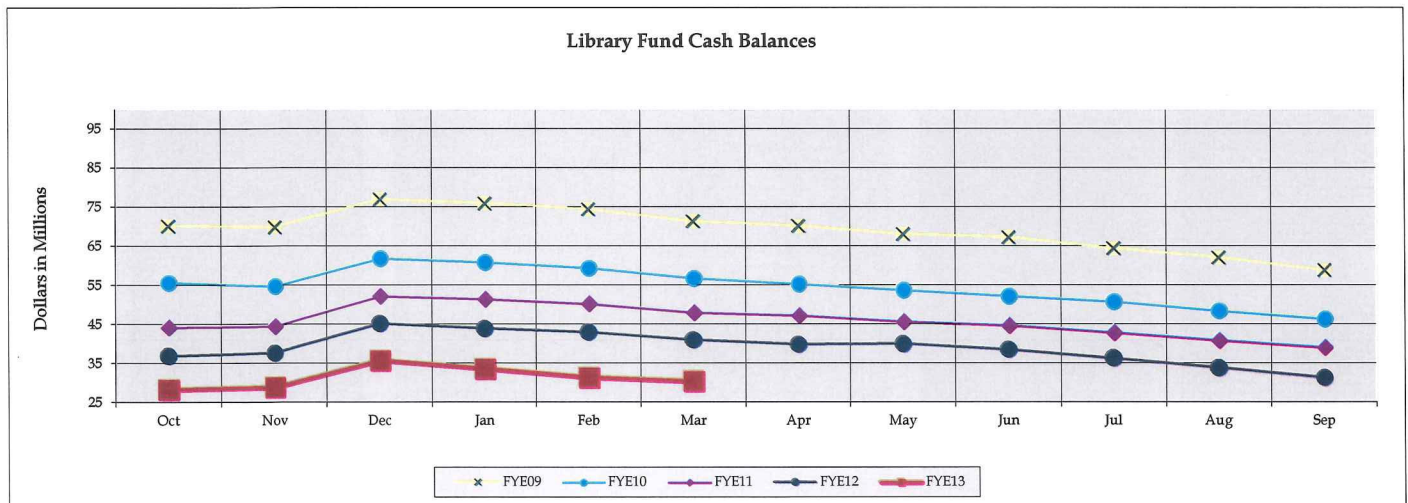
Lee County, Florida
SIGNIFICANT STATISTICAL DATA
 For the period covering Fiscal Years 2009 through 2013



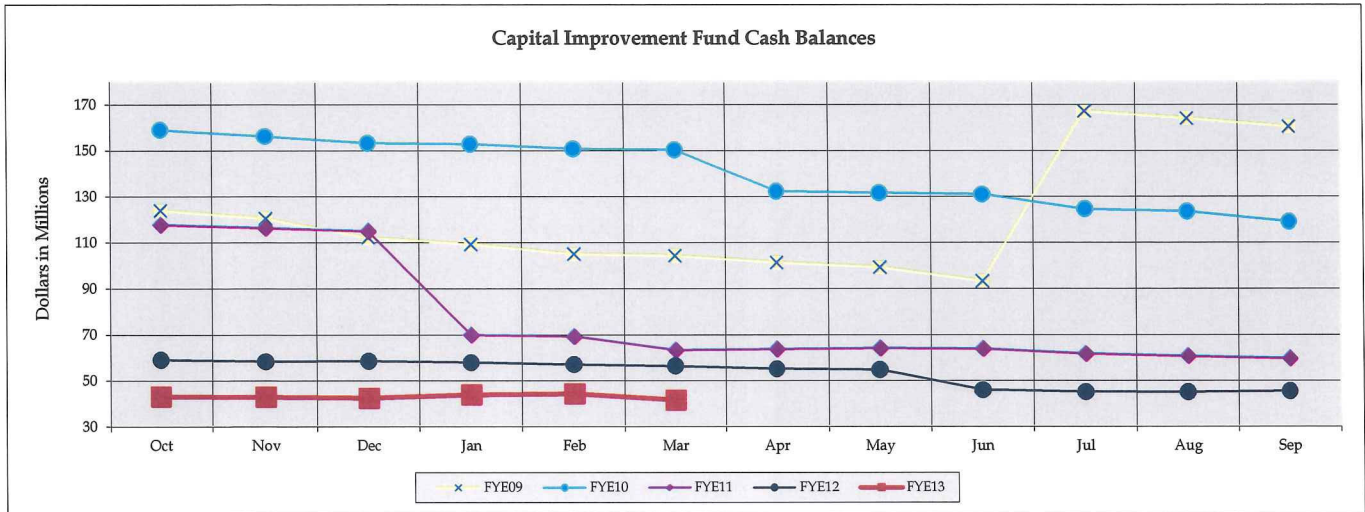
*June 2009 decrease is due to the interfund loan to Tourist Development fund for the Red Sox Stadium.

**January 2011 increase is due to the repayment of the interfund loan from Tourist Development fund for the Red Sox Stadium.

MSTU Fund cash balances includes subfunds.



Lee County, Florida
SIGNIFICANT STATISTICAL DATA
 For the period covering Fiscal Years 2009 through 2013



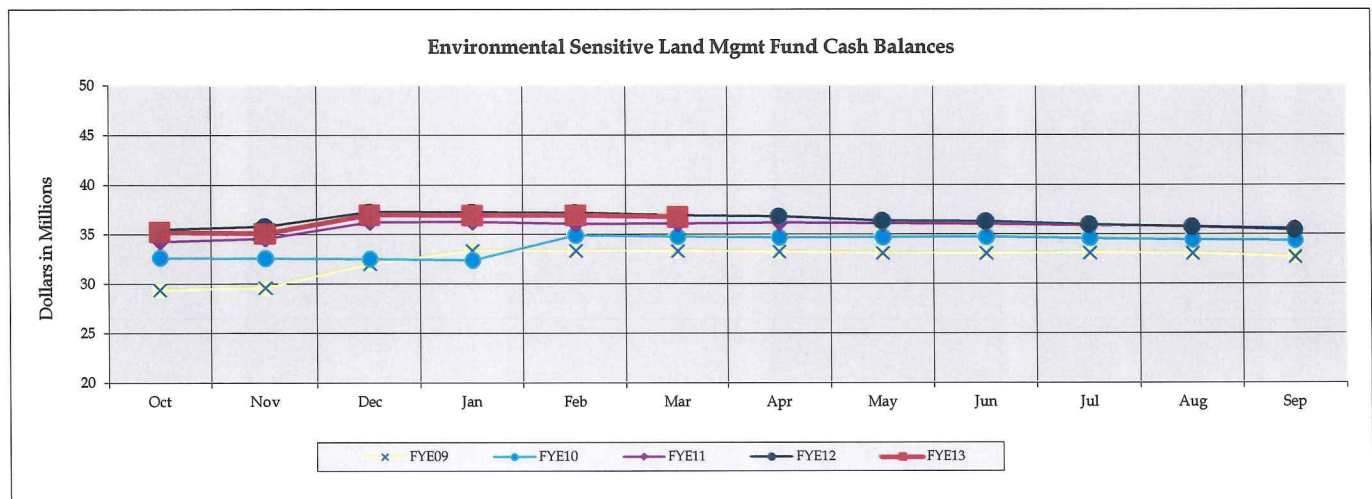
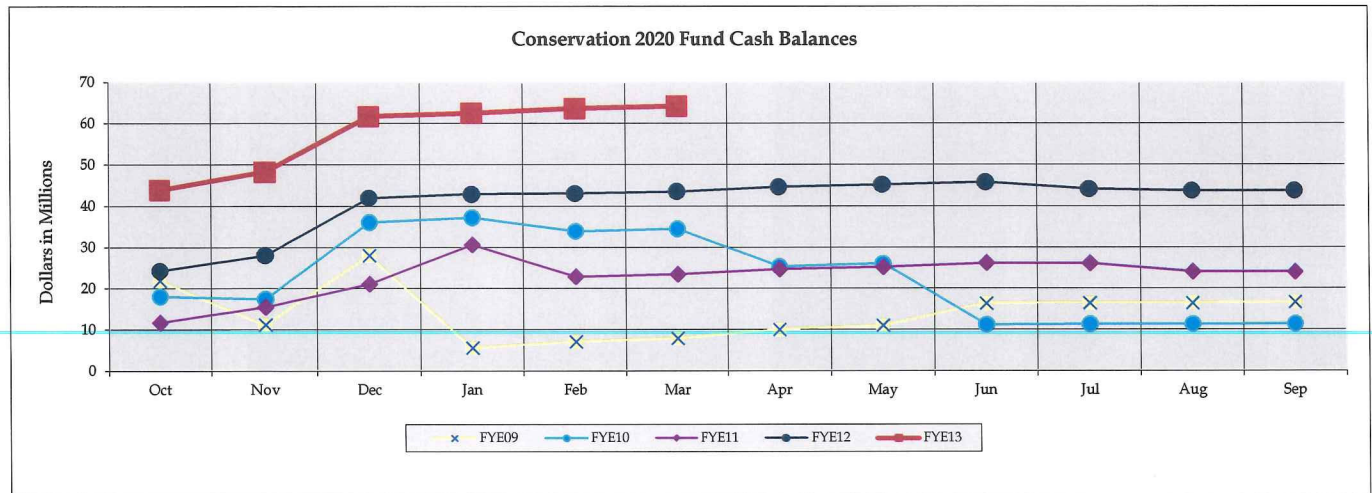
*July 2009 increase is due to the loan proceeds that were transferred to the construction fund to build the Red Sox Stadium.

**January 2011 balance is lower due to repayment of the loan proceeds to build the Red Sox Stadium.

+ March 2011 decrease is due to purchase of land adjacent to Hammond Stadium.

++ June 2012 decrease is due to the construction of the North Fort Myers Recreation Center project.

Capital Improvement Fund cash balances includes subfunds except for Conservation 2020 and Environmental Sensitive Land Management Fund which are reported separately.



Lee County, Florida
SIGNIFICANT FUNDS - CASH AND RESERVES
As of March 31, 2013
(in dollars)

	Cash and Investments	Original Budgeted Reserves	Prior Month Budgeted Reserves Balance	Current Month Budgeted Reserves Balance	Increase (Decrease) from Prior Month
GOVERNMENTAL ACTIVITIES					
General Fund	137,629,542	108,691,508	102,960,765	102,960,765	-
MSTU	58,342,413	37,675,569	41,436,408	41,436,408	-
Library	16,294,642	4,570,905	4,882,681	4,878,681	(4,000) ¹
Tourist Tax	13,275,860	8,444,471	7,214,172	7,214,172	-
Transportation Trust	2,808,374	1,312,025	1,207,677	1,207,677	-
Impact Fees					
Community Parks	2,538,356	3,443,992	3,563,636	2,263,636	(1,300,000) ²
Regional Parks	99,233	273,296	273,296	273,296	-
Roads	3,071,729	2,842,103	3,253,285	3,253,285	-
Emergency Medical Services (EMS)	1,963,657	1,948,015	1,950,987	1,950,987	-
Transportation Capital Improvements	48,391,206	22,850,783	20,656,158	20,656,158	-
Capital Improvements*	49,477,739	22,346,824	27,042,142	27,042,142	-
Conservation 2020	64,151,019	-	-	-	-
Environmental Sensitive Land Mgmt	36,786,134	37,047,699	33,252,750	33,252,750	-
BUSINESS-TYPE ACTIVITIES					
Solid Waste	108,227,643	88,991,645	87,870,174	86,001,849	(1,868,325) ³
Transportation Facilities	11,646,429	201,756	201,756	201,756	-
Water and Wastewater	64,430,328	30,190,160	50,825,980	50,825,980	-
Transit	15,677,610	17,137,735	2,525,267	2,525,267	-
Port Authority	24,527,656	17,792,735	17,792,735	17,792,735	-

Total YTD County Investments - \$960,255,619.

1. Reserves decreased to cover additional anticipated expenses related to the Reading Festival.
2. Reserves decreased due to a transfer for the construction of Admiral Lehigh Trailhead Park.
3. Reserves decreased to cover the costs to purchase and distribute 41,500 larger, wheeled recycling carts that are easier to use.

*Included in Capital Improvements is TDC Beach Renourishment sub-fund. Conservation 2020 and Environmental Sensitive Land Management subfunds are reported separately.

Lee County, Florida
SIGNIFICANT REVENUES

As of March 31, 2013
For March 31, 2013, 2012, 2009, and 2008
(in dollars)

	Five Year Historical Information						
	Fiscal Year 2013		Fiscal Year 2012	Fiscal Year 2009	Fiscal Year 2008	Variance between FY2012 and FY2013	
	Budget	YTD Actual	YTD Actual	YTD Actual	YTD Actual	Actual	% of
						Amount	Change
Ad Valorem, General Fund	184,356,228	168,929,187	166,820,527	247,080,161	281,340,276	2,108,660	1%
Ad Valorem, MSTU Fund	21,319,702	19,513,570	19,475,259	29,205,746	32,551,363	38,311	<1%
Sales Tax 1/2 Cent	36,000,000	15,753,044	14,915,395	13,681,059	15,616,337	837,649	6%
State Revenue Sharing	12,000,000	5,980,021	5,754,333	5,876,857	6,479,788	225,688	4%
Communications Services Tax	9,300,000	4,109,165	4,092,513	4,890,157	4,552,315	16,651	<1%
Constitutional Gas Tax	5,346,000	2,223,464	2,249,308	2,182,237	2,356,924	(25,844)	-1%
Local Option Gas Tax	7,790,000	3,523,248	3,379,240	3,448,304	3,638,028	144,008	4%
5 Cent Gas Tax (1/94)	5,795,000	2,630,841	2,509,304	2,602,940	2,607,682	121,538	5%
9th Cent Gas Tax	2,850,000	1,255,132	1,205,361	1,258,453	1,328,671	49,772	4%
7th Cent Gas Tax	2,396,000	973,859	964,256	961,971	1,021,719	9,603	1%
Tourist Tax	24,700,000	12,778,383	12,163,142	10,479,282	11,010,645	615,241	5%
Building Permit Fees	2,154,400	1,153,535	1,004,582	376,564	940,684	148,953	15% ¹
Road Impact Fees	2,266,000	632,771	1,170,717	3,643,860	6,790,128	(537,947)	-46% ¹
EMS Impact Fees	137,500	43,322	103,865	66,194	169,353	(60,544)	-58%
Regional Parks Impact Fees	284,000	191,576	178,865	139,323	220,384	12,711	7%
Community Parks Impact Fees	222,000	208,166	198,752	155,827	246,974	9,414	5%
Conservation 2020	25,250,127	23,138,012	22,938,846	33,844,291	38,528,295	199,166	1%
Environmental Sensitive Land Mgmt	2,564,470	2,329,337	2,314,155	5,187,295	3,856,591	15,183	1%
Library							
Taxes	15,539,676	14,194,944	14,019,116	17,085,967	26,029,602	175,828	1%
Fines	556,835	272,973	303,155	200,896	296,836	(30,182)	-10%
Other	752,789	1,128,123	1,031,797	816,108	1,117,584	96,326	9%

BUSINESS-TYPE ACTIVITIES

SOLID WASTE							
User Fees	50,524,434	31,620,162	37,262,421	44,531,097	44,237,392	(5,642,259)	-15% ²
Ad Valorem Taxes	547,592	493,630	932,085	1,232,172	1,571,149	(438,455)	-47%
Electric Utilities	15,000,000	4,869,271	5,667,964	6,400,756	5,983,756	(798,693)	-14%
LEE TRANSIT SYSTEM	3,381,029	1,949,653	1,853,972	1,765,564	1,421,989	95,682	5%
TRANSPORTATION FACILITIES							
Sanibel	12,412,200	7,661,222	7,552,694	7,439,542	7,437,435	108,528	1%
Cape Coral	11,823,000	6,728,211	6,708,861	7,041,813	7,339,340	19,350	<1%
Midpoint Memorial	11,802,700	6,960,297	6,976,276	6,940,814	7,367,277	(15,980)	<1%
WATER & WASTEWATER SYSTEM							
Water Operating	45,760,814	17,246,544	19,886,021	19,376,340	17,425,605	(2,639,477)	-13%
Wastewater Operating	47,314,123	19,164,878	21,783,987	19,718,009	17,691,723	(2,619,110)	-12%
LEE COUNTY PORT AUTHORITY							
User Fees	36,990,559	18,782,110	19,713,265	19,109,893	19,859,253	(931,155)	-5%
Rentals and Franchise Fees	2,763,394	1,341,551	1,469,082	1,357,447	1,001,052	(127,530)	-9%
Concessions	34,112,904	17,479,629	19,846,165	20,529,996	21,834,666	(2,366,536)	-12%

VARIANCE: At least 15% and \$500,000, up or down between fiscal years 2013 and 2012

COMMENTS

- Fiscal Year 2013 Actual is lower due to Impact Fees being reduced by 80% effective February 13, 2013 per the BOCC and in January 2012 a permit was issued to Publix which resulted in \$365,163 for road impact fees.
- Fiscal Year 2013 Actual is lower due to a decrease in tipping fee, disposal assessment fee and residential rates.

Lee County, Florida

EXPENDITURES BY PRIMARY DEPARTMENTS & SPECIAL PROGRAMS

As of March 31, 2013

(in dollars)

	Fiscal Year 2013			Fiscal Year 2012		Variance	
	Adopted Budget	Amended Budget YTD	YTD Expenditures	Amended Budget YTD	YTD Expenditures	YTD Expenditures	% of Change
GOVERNMENTAL ACTIVITIES							
County Commissioners	1,202,686	1,202,686	557,466	1,187,309	550,996	6,470	<1%
County Manager	1,104,131	1,311,051	760,855	1,128,040	542,042	218,813	40%
Medical Examiner	2,577,821	2,580,221	1,384,046	2,617,764	1,368,447	15,599	1%
Visitor & Convention Bureau	14,524,545	15,024,545	6,004,163	13,552,046	5,829,983	174,180	3%
Public Safety	37,874,201	38,408,285	17,130,706	37,715,464	17,798,112	(667,406)	-4%
Library	24,047,779	24,222,719	11,197,035	23,455,023	11,236,899	(39,864)	<1%
Parks & Recreation	29,560,450	28,936,528	12,884,759	21,860,087	12,786,472	98,287	1%
Economic Development	1,490,139	1,490,139	567,985	1,372,370	604,770	(36,785)	-6%
Animal Services	4,237,463	4,237,463	2,154,110	4,232,941	2,021,227	132,883	7%
Community Development	15,265,739	15,575,579	6,556,679	14,939,244	6,557,928	(1,249)	<1%
Public Works Administration	1,798,266	1,798,266	764,483	1,700,704	808,357	(43,874)	-5%
Construction & Design	13,487,432	13,447,667	6,427,374	13,757,048	6,468,903	(41,529)	-1%
Natural Resources	4,855,112	4,916,149	2,214,126	4,891,158	2,223,227	(9,101)	<1%
Transportation	28,132,339	28,477,312	13,012,445	28,263,593	12,372,542	639,903	5%
Conservation 2020	42,784,000	66,713,411	702,457	47,332,781	1,542,063	(839,606)	-54% ¹
Environmental Sensitive Land Mgmt	1,644,263	2,132,964	692,390	1,799,324	729,316	(36,926)	-5%
BUSINESS-TYPE ACTIVITIES							
Solid Waste	61,921,358	63,789,683	24,248,836	59,133,007	23,704,869	543,967	2%
Transportation Facilities (Tolls)	7,109,687	7,109,687	3,489,286	7,344,793	3,365,868	123,418	4%
Water & Wastewater	55,293,850	55,514,794	22,994,154	54,974,498	23,020,547	(26,393)	<1%
Transit	20,630,311	20,857,021	9,721,069	20,356,262	9,511,607	209,462	2%
Port Authority	68,008,653	69,108,653	28,268,956	67,068,743	26,773,687	1,495,269	6%

VARIANCE: At least 15% and \$500,000, up or down between fiscal years 2013 and 2012.

The County controls the budget at the fund level.

1. Conservation 2020 expenditures were lower in FY13 due to the purchase of 218 acres of land on Pine Island off of Stringfellow Road in FY12.

Lee County, Florida
SIGNIFICANT PROJECTS
 As of March 31, 2013
 (in dollars)

Project Name	Projected Cost	Cumulative Prior Year Balance	Current YTD Expenditures	Total Cumulative Project Cost	Funding Source(s)
Conservation 2020	417,872,807	263,057,374	34,872	263,092,246	A
Solid Waste Processing Equipment	132,139,859	117,571,312	650,879	118,222,191	E,D
Green Meadow WTP Expansion	68,877,910	3,882,591	122,502	4,005,093	E,D
Three Oaks Parkway Extension South	62,749,705	44,055,107	2,009,076	46,064,183	I,A,GT,S
Estero Parkway Extension	55,636,326	52,233,530	17,955	52,251,485	A,GT,I,S
Three Oaks Parkway Extension North	50,713,998	6,885,156	6,488	6,891,644	I,A,GT
Estero Blvd Improvements-Phase I	49,800,000	1,600,054	205,210	1,805,264	GT,S
Lee Tran Operations & Maintenance Facility	43,771,749	10,509,348	522,120	11,031,468	E,G,S
Summerlin @ Boy Scout to Cypress Lake	38,133,081	31,887,782	335,377	32,223,159	GT,I,A
Burnt Store Rd Four Laning/Right of Way	37,860,408	7,814,270	404,536	8,218,806	E,A
Caloosahatchee TMDL Compliance	35,566,368	68,933	20,114	89,047	A
Colonial Blvd/Six Mile to SR82	32,963,990	23,310,864	83,712	23,394,576	A,I,S
Bicycle/Pedestrian Facilities	29,092,621	17,311,170	29,140	17,340,310	GT,I
Bonita Beach Road - Phase III	25,077,170	1,967,017	1,080	1,968,097	A,I,S
Matlacha Pass Bridge Replacement	24,233,513	21,264,817	865,248	22,130,065	A,GT,I
Gladiolus Widening	24,199,732	20,475,408	777,765	21,253,173	A,GT,24
Wastewater Treatment Plant Improvements	22,193,233	3,314,892	82,103	3,396,995	E
Ortiz Avenue/SR80 - Lockett Rd	21,257,419	8,203,755	0	8,203,755	I,A
Fort Myers Library	20,000,001	4,228,276	3,778,206	8,006,482	LA
Everglades-West Coast TMDL Compliance	19,716,368	157,366	44,017	201,383	A
Homestead Four Laning/Sunrise-Alabama	19,150,000	2,207,300	15,530	2,222,830	I,A,Loan
Ortiz Four Laning - MLK to Lockett	18,909,475	9,183,545	65,062	9,248,607	I,A,G
Corkscrew WTP Wellfield-Alico Road	17,198,097	17,158,737	3,000	17,161,737	E
Emergency Operations Center	16,896,114	10,386,403	1,836,316	12,222,719	A,G,S
Cape/Midpoint Plaza Reconstruction	15,694,992	14,568,745	788,090	15,356,835	E

Projected Cost and Funding Sources are provided at the beginning of Fiscal Year and are subject to change. This information is obtained from the Annual County Budget Report and is updated annually.

Funding Source Key			
A - Ad Valorem	G - Grant	M - MSBU/MSTU	I-C - Community Park Impact Fees
D - Debt Finance	GT - Gas Tax	S - Special	I-R - Regional Park Impact Fees
E - Enterprise Fund	I - Road Impact Fees	T - TDC	LA - Library Ad Valorem

Lee County, Florida
ROAD IMPACT FEE FUNDS

As of March 31, 2013

(in dollars)

Fund	District	Cash Balance	Budget	Actual Expenditures	Encumbrances	Revenue Collected
18821/38821	Road-Boca Grande	165,978	0	0	0	0
18822/38822	Road-North District	4,782,371	853,701	55	700,000	260,451
18823/38823	Road-Central District	11,651,058	8,056,290	363,740	2,080,377	264,802
18824/38824	Road-Southwest District	2,626,685	2,598,897	394,593	791,778	88,755
18825/38825	Road-Southeast District	53,013	0	0	0	17,423
Total Road Impact Fee Funds		<u>\$ 19,279,105</u>	<u>\$ 11,508,888</u>	<u>\$ 758,388</u>	<u>\$ 3,572,155</u>	<u>\$ 631,431</u>

ACTIVE INTERFUND LOANS

As of March 31, 2013

Borrowing Fund	Loaning Fund	Start Date	Maturity Date	Principal	Loan Type*	Borrowing Fund Accrued Interest	Borrowing Fund Cash Balance	Project
Imp Fee-Roads- SW Dist	General Fund	10/07/2008	9/30/2017	13,197,328	I	19,467	228,682	Estero Parkway
MSTU Dist-Fisher's Coop	General Fund	10/27/2008	6/30/2026	6,000,000	F	0	0	Fisher's Co-op ¹
Impact Fee-Comm Park- Estero	General Fund	10/27/2008	9/30/2014	4,859,450	I	7,168	248,427	Estero Community Park Project ¹
Impact Fee-Road-SE Dist	General Fund	10/27/2008	9/30/2013	21,180,000	I	31,242	35,116	County Road 951 ¹
Impact Fees-Comm Pk -NFM	General Fund	1/4/2010	9/30/2024	421,528	I	622	24,526	North Fort Myers Recreation Center design
Imp Fee-Roads- SW Dist	General Fund	2/9/2011	9/30/2019	3,750,000	I	11,990	228,682	Bonita Beach Road Phase II ¹
			Sub Total	49,408,306				
MSTU Dist-Palmona Park	MSTBU Restricted	9/27/2012	9/30/2013	13,523	F	0	21,417	Cover tax revenue shortfall
DS MSBU Loan-S Pebble	MSTBU Restricted	10/30/2012	9/30/2013	10,000	F	0	298	Cover tax revenue shortfall
			Sub Total	23,523				
Tourist Dev Excess Revenue	Unincorporated Area MSTU	12/14/2010	12/14/2015	1,725,965	I	2,509	176,769	Red Sox Stadium ²
			Sub Total	1,725,965				
Tourist Dev Excess Revenue	Capital Improvement	3/14/2011	9/30/2018	4,280,881	I	13,733	176,769	Land purchase - Hammond Stadium ²
Impact Fees-Comm Pk -NFM	Capital Improvement	6/13/2012	9/30/2037	8,598,624	I	19,374	24,526	North Fort Myers Recreation Center
			Sub Total	12,879,505				
Trans Facilities-Sanibel Operating	Transp Capital Imprvmt-East/West	11/25/2009	9/30/2016	6,200,000	I	8,356	5,368,255	Commercial Paper loan payoff for Sanibel Bridge
			Sub Total	6,200,000				
			GRAND TOTAL ALL LOANS	70,237,299				
Interest Rate: .22%								
* I - Interest bearing, F - Interest free, S - Special interest (1.5% fixed)								
¹ Loans from the General Fund that have been treated as transfers to the borrowing fund as of 9/30/08 due to the unlikelihood of the borrowing fund generating the revenue to repay the loan.								
² Loans from the MSTU Fund for the Red Sox Stadium and from Capital Improvement Fund for the land purchase at Hammond Stadium, that have been treated as transfers to the borrowing fund as of 9/30/12 due to the unlikelihood of the borrowing fund generating the revenue to repay the loan.								

Lee County, Florida
DRIVER EDUCATION SAFETY TRUST FUND

As of March 31, 2013
(in dollars)

BUDGETED FUND BALANCE	BUDGETED REVENUES	YTD REVENUES	APPROPRIATED	YTD EXPENDITURES	REMAINING APPROPRIATIONS	RESERVES
162,548	196,000	115,114	250,000	74,534	175,466	108,548

Payment Activity

Payee	Amount Paid
SCHOOL BOARD OF LEE COUNTY	30,359
SCHOOL BOARD OF LEE COUNTY	44,175
TOTAL YEAR-TO-DATE	<u>74,534</u>

**INVESTMENT SUMMARY REPORT
FOR THE MONTH OF MARCH 2013**

	FACE VALUE	TYPE	COUPON/ DISC RATE	PREM/ (DISC)	PURCHASE PRICE	MKT VALUE @ EOM	PURCHASE DATE	MATURITY DATE	TOTAL INT. REC.
a	\$20,000,000	T-NOTE	0.125%	(\$18,750)	\$19,981,250	\$19,978,800	03-19-13	07-31-14	\$0
a	20,000,000	FFCB	0.200%	(420)	19,999,580	19,998,800	02-13-13	05-13-14	0
a	20,000,000	FFCB	0.180%	(3,000)	19,997,000	19,995,400	01-29-13	04-30-14	0
a	20,000,000	FHLMC	0.375%	43,000	20,043,000	20,037,500	01-29-13	04-28-14	0
a	20,000,000	T-NOTE	0.250%	14,844	20,014,844	20,014,800	01-15-13	03-31-14	0
g	25,000,000	FHLB	0.125%	(14,250)	24,985,750	24,984,000	03-28-13	03-27-14	0
a	20,000,000	FFCB	0.250%	15,507	20,015,507	20,012,500	01-15-13	03-04-14	12,500
a	20,000,000	FHLB	0.200%	0	20,000,000	20,002,600	02-15-13	02-26-14	0
a	20,000,000	FNMA DN	0.170%	(33,339)	19,966,661	19,978,800	02-26-13	02-14-14	0
a	20,000,000	T-NOTE	0.250%	16,406	20,016,406	20,016,400	01-15-13	01-31-14	25,000
a	20,000,000	FHLB	0.270%	11,800	20,011,800	20,014,800	09-05-12	01-23-14	27,000
a	15,000,000	T-NOTE	0.125%	(12,891)	14,987,109	14,997,656	12-11-12	12-31-13	9,375
a	20,000,000	FNMA	0.750%	110,400	20,110,400	20,087,500	12-04-12	12-18-13	75,000
a	15,000,000	T-NOTE	0.250%	8,203	15,008,203	15,009,900	12-11-12	11-30-13	0
a	7,715,000	FHLMC	0.350%	12,807	7,727,807	7,725,415	09-25-12	11-27-13	14,466
a	10,000,000	FHLMC DN	0.130%	(12,422)	9,987,578	9,994,000	12-18-12	11-27-13	0
a	10,000,000	FHLMC DN	0.130%	(11,953)	9,988,047	9,994,300	12-18-12	11-27-13	0
a	20,000,000	FFCB	0.230%	(4,800)	19,995,200	20,008,800	08-03-12	10-03-13	7,667
a	20,000,000	FFCB	0.230%	3,800	20,003,800	20,008,800	09-11-12	10-03-13	7,667
a	20,000,000	T-NOTE	0.125%	(35,156)	19,964,844	20,000,000	06-26-12	09-30-13	0
b	10,000,000	FNMA	1.000%	83,600	10,083,600	10,040,625	09-06-12	09-23-13	100,000
a	20,000,000	FNMA DN	0.160%	(24,267)	19,975,733	19,992,200	12-04-12	09-03-13	0
a	10,000,000	T-BILL	0.157%	(15,090)	9,984,910	9,996,400	09-11-12	08-22-13	0
a	20,000,000	FHLB	0.210%	(9,400)	19,990,600	20,006,250	06-12-12	08-20-13	42,350
a	20,000,000	T-NOTE	0.375%	31,250	20,031,250	20,018,000	04-17-12	07-31-13	75,000
a	20,000,000	FHLB	0.240%	(4,600)	19,995,400	20,007,400	04-30-12	07-30-13	36,000
a	20,000,000	FHLMC DN	0.150%	(16,917)	19,983,083	19,997,600	12-04-12	06-25-13	0
a	20,000,000	FHLMC DN	0.120%	(11,267)	19,988,733	19,998,200	12-18-12	06-05-13	0
a	15,000,000	T-NOTE	0.500%	65,625	15,065,625	15,011,100	01-10-12	05-31-13	75,000
a	20,000,000	FHLB	0.350%	24,000	20,024,000	20,005,400	12-20-11	05-14-13	70,000
a	20,000,000	FHLB	0.300%	8,000	20,008,000	20,003,600	03-13-12	05-07-13	60,000
a	20,000,000	T-NOTE	0.625%	89,063	20,089,063	20,007,800	04-17-12	04-30-13	125,000
a	20,000,000	T-BILL	0.180%	(31,700)	19,968,300	20,000,000	05-22-12	04-04-13	0
	<u>\$597,715,000</u>			<u>\$278,084</u>	<u>\$597,993,084</u>	<u>\$597,945,346</u>			<u>\$762,024</u>

Liquid Investment Summary

SBA and other liquid investment amounts have variable interest rates from 0.01% - .23%
The month end balances for these investments are as follows:

	SBA	5/3 Bank	Money Mkt	FLGIT	O/N Repo
Pool	\$ 149,828,540	\$ 19,380,954		\$ 2,010,029	\$ 0
Port	\$ 110,916,120	\$ 27,159,117			\$ 0
Trustee	\$ 53,757,427		\$ 59,510,737		
Debt Svc	\$ 15,056,507		\$ 23,143,434		
Reserve	\$ 97,649				
Const	\$ 1,684,236		\$ 4,632,707		
Bond Escrow			\$ 6,183,107		
Total	\$ 331,340,477	\$ 46,540,071	\$ 93,469,985	\$ 2,010,029	\$ 0

DEFINITIONS

Disc Rate	Discount rate	FNMA	Federal National Mortgage Association
Prem	Premium	FFCB	Federal Farm Credit Bank
Disc	Discount	T-NOTE	Treasury Note
Mkt Value @ EOM	Market Value at the end of the month	SBA	State Board of Administration
Total Int Rec	Total interest received for life of investment	O/N DISC	Overnight Discount Note
FHLB	Federal Home Loan Bank	T-BILL	Treasury Bill
FHLMC	Federal Home Loan Mortgage Corporation	DN	Discount Note
EOM	End of Month	CD	Certificate of Deposit
O/N REPO	Overnight Repurchase Agreement	5TH/3RD	Fifth Third Bank
REPO	Term Repurchase Agreement	Total Int Rec	Interest received from purchase date to date of report
FLGIT	Florida Local Government Investment Trust	Money Mkt	Money Market

NOTE: Discount notes and Treasury Bills are purchased at a discount and the face value is received at maturity. The discount is the interest rate earned.
All other securities pay interest each six (6) months and at maturity. The Government Bills, Notes and Bond inventory identifies the purchasing source by the following: a) Pooled Cash Invest b) P.A. Pooled Invest c) Debt Service d) Construction e) General Fund f) Reserve g) P.A. Non-Pool

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

Blue Sheet No. 20130386

1. ACTION REQUESTED/PURPOSE:

Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's website, 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: 4/30/2013

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: Terry Mallow

10. Background:

11. Required Review:

<i>Terry Mallow</i>					
FINANCE					

12. Commission Action:

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

Blue Sheet No.

1. ACTION REQUESTED/PURPOSE:

Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's website, 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:

6. Meeting Date: 04/30/2013

7. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

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: Terry Mallow

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.	
B									

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

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

Blue Sheet No. 20130387

1. ACTION REQUESTED/PURPOSE:

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of April 15 thru April 18, 2013: April 15, 2013 (Zoning), April 12, 2013 (Joint BoCC/Constitutionals), April 16, 2013 (Regular).

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: C16C

6. Meeting Date: 4/30/2013

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 L. 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:

<i>Lisa Pierce</i>					
MINUTES					

12. Commission Action:

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

Blue Sheet No.

1. ACTION REQUESTED/PURPOSE:

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of April 15 thru April 18, 2013

April 15, 2013 (Zoning) April 12, 2013 (Joint BoCC/Constitutionals)
April 16, 2013 (Regular)

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:

6. Meeting Date:

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
					Analyst	Risk	Grants	Mgr.	
<i>Lisa L. Pierce</i>									

12. Commission Action:

Approved
 Deferred
 Denied
 Other

ZONING MEETING NEEDS LIST - APRIL 15, 2013

CASE NO.	CASE NAME	RESO. NO.	RECEIVED	SCAN
C12012-00027	PELICAN SOUND RPD	Z-13-003		
C12012-00044	PALMETTO RETAIL STORE	Z-13-006		

REGULAR MEETING NEEDS LIST- APRIL 16, 2013

ITEM NO.	BLUE SHEET	DESCRIPTION	COPY	ORIGINAL	SCAN
C1(a)	20130334	MOU – Project for Public Spaces			
C5(a)	20130295	ROW Easement – Marc & Beverly Dupuis			
C7(a)	20130249	Master Agreement – Graybar Electric Co.			
C7(b)	20130328	Application - Conservation Ctr. for Arts & Historic Artifacts (4 origs to Pub. Res. On 4/17 for adtl sigs. mw)	04/17/13 3 mw		mw
C9(a)	20130305	STA No. 2 – Kevin L. Erwin Consulting Ecologist, Inc. PSA – Kevin L. Erwin Consulting Ecologist, Inc.			
C10(a)	20130302	RESO 13-04-11 – Budget Amend-Fund #15200- \$1,400,000.00 Transfer of Funds – Fund #15201- \$1,400,000.00			
C12(a)	20130315	Landscape Maintenance DOT Roadways - P & T Lawn & Tractor Svc.,Inc.			
C12(b)	20130292	Agr – Manco Paving & Grading, LLC			
C12(c)	20130294	Agr – Ajax Paving Industries of Florida, LLC			
C13(a)	20130307	PSA-Johnson Engineering, Inc.			
C13(b)	20130316	Agr – Prolime Svcs.			
C16(d)	20130344	Certificate Regarding Matching Funds			
A3(a)	20130291	RESO 13-03-12 – Budget Amend – Fund #38624 – \$61,754.00 Transfer of Funds – Fund #38624-\$32,600.00 Transfer of Funds – Fund #18624-\$61,754.00			
A5(a)	20130322	RESO 13-03-13 – Budget Amend – Fund #30101- \$900,000.00 Transfer of Funds – Fund #00100 - \$900,000.00			
A12(a)	20130284	Warranty Deed – Paul H. Freeman Road Impact Fee Credits for an extension of Winged Foot Drive - \$784,640.00 – Alan C. Freeman			
A14(a)	20130326	RESO 13-04-14 – Fund #17400-\$1,230,345.00 Transfer of Funds – Fund #15500- \$1,230,345.00			

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

Blue Sheet No. 20130348

1. ACTION REQUESTED/PURPOSE:

Authorize Administration to pursue selection of bond counsel, preparation of a Request for Proposal (RFP) as either a bond issue or a bank loan and development of documents for the issuance of the Capital & Transportation Refunding Revenue Bonds, Series 2013. This is to refinance bonds that were originally issued to help pay for the Midpoint Bridge.

2. FUNDING SOURCE:

Bond Proceeds.

3. WHAT ACTION ACCOMPLISHES:

BoCC approval is requested prior to preparation of documents.

4. MANAGEMENT RECOMMENDATION: Allows for selection of bond counsel, Request for Proposal (RFP) for either bankers or underwriters and the preparation of documents for the Capital & Transportation Refunding Revenue Bonds, Series 2013.

5. Departmental Category: A1A

6. Meeting Date: 4/30/2013

7. Agenda:

Administrative

8. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin Code
- Other

9. Request Initiated

Commissioner:
Department: COUNTY MANAGER
Division: Budget Services
By: Peter Winton

10. Background:

On June 10, 2003, the Board of County Commissioners authorized the County staff to proceed to refund the Capital & Transportation Facilities Refunding Revenue Bonds, Series 1993A. The Series 2003 Bonds were issued on November 20, 2003 to refund for savings the Capital & Transportation Revenue Bonds, Series 1993A. The debt service was originally secured by a pledge from non-ad valorem revenues and was used for design and land acquisition in connection with the Midpoint Bridge. This debt was not ascended to parity status with the other toll facilities debt. These bonds were issued with a ten-year call provision allowing a refunding beginning in 2013. The principal balance remaining as of March 20, 2013 was \$35,740,000.

The Series 2003 Bond Issue has been identified as a refunding opportunity. Based upon estimates prepared by the County's Financial Advisor, Dunlap & Associates, Inc. in March, 2013, there appears to be a potential savings of over \$5.0 million or 14% with either a bond issue or a bank loan as the method of financing. The savings using either method exceed the traditional threshold of 3% used for refundings.

Because of the relative short period of time remaining until maturity (8 years – 2021), this refunding is a candidate for a bank loan. Therefore, it is suggested that an RFP be prepared first with a bank loan option and be followed (if necessary) by an RFP for underwriter participation as a bond issue. Upon Bond Counsel review, it is expected that the credit will be revised from a specific list of non-ad valorem pledged revenues (as it was with the Series 2003 bonds) to a covenant to budget and appropriate (CBA) that includes unrestricted governmental non-ad valorem revenues. In addition, this credit may (depending upon bond counsel opinion) have an additional junior lien pledge of "Net Revenues" from the Transportation Facilities debt from the toll bridges which includes toll revenues.

11. Required Review:

<i>Peter Winton</i>	<i>Emma Wolf</i>	<i>Jim Lewin</i>	<i>David Harris</i>	<i>Andrea Fraser</i>	<i>Peter Winton</i>
COUNTY MANAGER	Budget Analyst	Fiscal	Budget Services	County Attorney	County Manager

12. Commission Action:

Background continued

Page 2

The anticipated schedule would allow for this transaction to occur in July, 2013 and, therefore, become a “current” refunding meaning 90 days prior to the call date of October 1, 2013.

Future agenda items will set forth requests to approve the financing team, authorize the bonds or bank loan, and receive the proceeds.

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

Blue Sheet No. 20130377

1. ACTION REQUESTED/PURPOSE:

Approve Lee County FIRST Incentive Award Agreement between Lee County Board of County Commissioners and "Project A" Company for a total award of \$4,000,000. Also, approve transfer from General Fund reserves in the amount of \$4,000,000.

2. FUNDING SOURCE:

General Fund Reserves.

To date, \$17,550,000 in incentive awards have been committed, of which, \$17,244,548 million has been disbursed; \$7,450,000 remains of the original \$25 million.

3. WHAT ACTION ACCOMPLISHES:

Wins the commitment of a Fortune 500 company to locate its corporate headquarters in Lee County. Their commitment includes the employment of 700 employees at an average wage of \$102,000 excluding benefits. The company will construct and equip a 300,000 sq. ft. headquarters office building at a total estimated cost of \$68,750,000.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: A1B

6. Meeting Date: 4/30/2013

7. Agenda:

Administrative

8. Requirement/Purpose: *(specify)*

- Statute
- Ordinance
- Admin Code
- Other

9. Request Initiated

Commissioner:

Department: ECONOMIC DEVELOPMENT

Division: No Divisions

By: James Moore

10. Background:

In 2008 the BOCC voted to set aside \$25 million of budget reserves for economic development incentives. To date the County has committed \$17.550 million. This initiative has resulted in the creation of 554 jobs and approximately \$72.6M of capital investment.

Enterprise Florida and the Lee County Economic Development Office are competing with another state for the location of this corporate headquarters. Part of the negotiation includes their application for state and local incentives including those provided by the Lee County FIRST Program. Both parties have agreed to terms and a contract, which includes a performance based grant from FIRST of \$4 million.

11. Required Review:

<i>James Moore</i>	<i>Donna-Marie Collins</i>	<i>Reginald Kantor</i>	<i>Mike Figueroa</i>	<i>David Harris</i>	<i>Doug Meurer</i>
ECONOMIC DEVELOPMENT	County Attorney	Budget Analyst	Risk	Budget Services	County Manager

12. Commission Action:

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: General DATE: 04/23/13 BATCH NO. _____

FISCAL YEAR: 12-13 FUND #: 00100 DOC TYPE: YB LEDGER TYPE BA

TO: Non-Departmental Miscellaneous
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>DEBIT</u>
GC5190300100.508210.752	Aid to Private Organizations "Proj A"	\$4,000,000

TOTAL TO: \$4,000,000

FROM: Non-Departmental Reserves
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>CREDIT</u>
GC5890100100.509922	Reserve for Econ Dev Opportunities	\$4,000,000

TOTAL FROM: \$4,000,000

EXPLANATION:

To provide funds for "Project A" company as part of the FIRST Incentive program per BS#20130377.

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

Chair

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____

INCENTIVE AWARD AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of April, 2013 by and between Lee County, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners ("County") and _____ ("Company").

WITNESSETH:

WHEREAS, the Florida Legislature enacted Section 125.045, Florida Statutes, which confers economic development powers to counties and authorizes the expenditure of public funds for economic development activities as a valid public purpose; and

WHEREAS, Section 125.045(3), Florida Statutes, specifically authorizes a county to make incentive payments in the form of grants to private enterprise for expanding existing businesses located within the county, or to attract new businesses to the county; and

WHEREAS, in 2008, the Board of County Commissioners (hereinafter "Board") set aside Twenty-Five Million and No/100 Dollars (\$25,000,000.00) of budget reserves for economic development projects in Lee County, and this set-aside has been used to fund the Lee County FIRST Program; and.

WHEREAS, the Florida legislature enacted Section 288.106, Florida Statutes, to encourage the growth of higher wage jobs and a diverse economic base by providing tax refunds to qualified target industry businesses that relocate to the State of Florida; and

WHEREAS, the Company's ability to participate in the qualified target industry tax refund program established under Section 288.106, Florida Statutes, requires local financial support; and

WHEREAS, the Company intends to relocate its corporate headquarters to Lee County, Florida and to construct a state of the art headquarters building containing approximately three hundred thousand square feet (300,000 SF) of space and involving a capital investment of at least Forty-Six Million Two Hundred Fifty Thousand and No/100 Dollars (\$46,250,000.00) with a total expected capital investment of Sixty Million and No,100/00 Dollars (\$60,000,000.00); and

WHEREAS, the Company commits to creating three hundred fifty (350) New Jobs in Lee County, Florida with the total number of New Jobs in Lee County, Florida expected to be seven hundred (700); and

WHEREAS, the Company has applied to the County to participate in the Lee County FIRST Program, which will utilize a portion of the funds that have been reserved to fund the program; and

WHEREAS, the County has established terms and conditions that must be met by the Company to receive the benefits outlined in this Agreement; and

WHEREAS, the Board finds and declares that this Agreement serves the public purpose of promoting economic development, job growth, and the future expansion of the County's tax base consistent with Section 125.045(3), Florida Statutes.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, covenant and agree as follows:

1. **RECITALS**. The recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS**.
 - 2.1. "Project" shall mean the acquisition, construction, and equipping of a new headquarters building in Lee County, Florida containing approximately three hundred thousand square feet (300,000 SF).
 - 2.2. "Job" or "Jobs" shall mean permanent, full-time employment. Each person or combination of persons who work at least thirty-five (35) hours a week in Lee County, Florida in a benefit-enhanced, non-temporary capacity, under the control and supervision of the Company, shall be counted as one full-time job.
 - 2.3. "Average Wage" shall mean the average of all annualized wages and salaries paid to Company employees who hold New Jobs in Lee County, Florida. The term, "Average Wage" includes wages, salaries, commissions, bonuses, drawing accounts, vacation sick pay, but excludes employee benefit packages.

“

- 2.4. "Effective Date" shall mean the date on which the last party executes this Agreement.
- 2.5. The terms "create" and/or "maintain" a Job shall mean that the Job created or maintained must be filled with a natural person actually working in the Job in Lee County, Florida as described in Paragraph 2.2. above.
- 2.6. "Initial Performance Period" shall mean that period of time following the Effective Date and ending on December 31, 2016 unless accelerated as provided in Paragraph 16 of this Agreement.
- 2.7. "New Job" or "New Jobs" shall mean any Job created in connection with the headquarters Project, housed at the new headquarters and maintained in Lee County for a minimum period of forty-eight (48) months following the Initial Performance Period. The term "New Jobs" or "New Job" does not include temporary construction jobs involved with the construction of the Project or retail jobs unrelated to the headquarters Project.
- 2.8. "Qualified Capital Investment" shall mean investments made by the Company to acquire the real property for the Project, to construct the Project and to acquire and/or lease such furniture, fixtures and equipment as may be installed at the Project.
- 2.9. "Retention Period" shall mean the four (4) years immediately following the Initial Performance Period.

3. **INCENTIVE FUNDS EARMARKED FOR COMPANY.**

- 3.1. Qualified Target Industry Incentive. The County acknowledges that it has committed local financial support to the extent referenced in Paragraph 5.1.2. hereof to facilitate the Company's participation in the Tax Refund Program for Qualified Target Industry Businesses established under the provisions of Section 288.106, Florida Statutes.
- 3.2. Lee County FIRST Incentive Award. Lee County acknowledges that it has now and will have available for, and has earmarked within the County budget system, Four Million and No/100 Dollars (\$4,000,000.00) in incentive funding to be paid to the Company at the times provided for herein, and upon satisfaction of the conditions precedent and performance requirements set forth in Paragraph 4 of this Agreement. If the full

amount of the Lee County FIRST Award has not been required to be funded hereunder as of the completion of the Initial Performance Period, the County shall be released of any obligation to advance the unfunded amount and shall make appropriate entries in its budget system to release the earmarked funds to the restricted reserves for the Lee County FIRST Program.

4. **COMPANY PERFORMANCE OBLIGATIONS.**

4.1. **Qualified Capital Investment.** The Company shall make a minimum total Qualified Capital Investment in the Project of Forty-Six Million Two Hundred Fifty Thousand and No/100 Dollars (\$46,250,000.00) with a proposed total Qualified Capital Investment in the Project of Sixty Million and No/100 Dollars (\$60,000,000.00) in accordance with the following schedule:

4.1.1. The Company shall make a Qualified Capital Investment in the Project of Sixteen Million Two Hundred Fifty Thousand and No/100 Dollars (\$16,250,000.00) on or before December 31, 2013;

4.1.2. The Company shall make a Qualified Capital Investment in the Project of an additional Thirty Million and No/100 Dollars (\$30,000,000.00) on or before December 31, 2014; and

4.1.3. The Company proposes to make a Qualified Capital Investment in the Project of an additional Thirteen Million Seven Hundred Fifty Thousand and No/100 Dollars (\$13,750,000.00) on or before the completion of the Initial Performance Period.

4.2. **New Job Creation.**

4.2.1. The Company shall create a minimum of three hundred fifty (350) New Jobs in Lee County, Florida that pay an Average Wage of at least One Hundred Two Thousand and No/100 Dollars (\$102,000.00) per year on or before September 30, 2015.

4.2.2. The Company proposes to create an additional three hundred fifty (350) New Jobs in Lee County, Florida that pay an Average Wage of at least One Hundred Two Thousand and No/100 Dollars

(\$102,000,000.00) per year on or before the completion of the Initial Performance Period.

- 4.3. New Job Retention. The Company shall maintain in Lee County, Florida up to three hundred fifty (350) New Jobs for a minimum period of forty-eight (48) months following completion of the Initial Performance Period. The Company shall likewise maintain any additional New Jobs created and taken into account under Paragraph 5.2.2.2 for a minimum period of forty-eight (48) months following completion of the Initial Performance Period.
- 4.4. No Obligation. The Company is under no obligation to pursue the additional New Jobs or Qualified Capital Investments referred to in Paragraph 4.1.3. and 4.2.2. should it decide not to seek the additional Lee County FIRST Incentive Award funding referred to in Paragraph 5.2.2.2.

5. AWARD PAYMENTS.

5.1. Qualified Target Industry Tax Refund Program.

5.1.1. Local Recommendation. The Board shall adopt a resolution finding and recommending that the relocation of the Company to Lee County, Florida be approved as a Qualified Target Industry Business and finding that the commitments of local financial support necessary for the Target Industry Business exist consistent with the provisions of Section 288.106, Florida Statutes. The Board will adopt a local financial support resolution within ninety (90) days after the Florida Office of Tourism, Trade, and Economic Development has issued the letter of certification for the Company contemplated under Subsection 288.106(4), Florida Statutes.

5.1.2. Qualified Target Industry Incentive. Subject to the Company satisfying in all material respects the applicable requirements of Section 288.106, Florida Statutes, the County shall make payments on an annual basis to an Economic Development Incentive Account established for the Company by the Florida Office of Tourism, Trade and Economic Development. The total amount of Qualified Target Industry Incentive payments may not exceed the sum of Six Hundred Thousand and No/100 Dollars (\$600,000.00). The incentive award under this Paragraph is in addition to the incentive

award being made under the Lee County FIRST Program and is not subject to the repayment provisions of Paragraph 7 of this Agreement.

5.1.3. Statutory Requirements. The Company acknowledges that its entitlement to the local financial support referred to in Paragraph 5.1.2 above is conditioned on the Company's satisfaction in all material respects of all applicable requirements of Section 288.106, Florida Statutes.

5.2. Lee County FIRST Program.

5.2.1. Incentive Funds Earmarked for Company. The County hereby acknowledges that it has and will have available funds, and has budgeted, appropriated, and is holding in a restricted reserve account in the general fund of the County the sum of Four Million and No/100 Dollars (\$4,000,000.00) in incentive funding under the Lee County FIRST Program (the "Lee County FIRST Program Incentive Award"). The Lee County FIRST Incentive Award shall be released and paid to the Company as set forth below.

5.2.2. Payment of Lee County FIRST Program Incentive Award. Subject to satisfaction of the conditions precedent set forth below, the County shall pay the Lee County FIRST Program Incentive Award to the Company as follows:

5.2.2.1. Provided the Company has created no fewer than three hundred fifty (350) New Jobs in Lee County, Florida and made a minimum Qualified Capital Investment in the Project of Forty-Six Million Two Hundred Fifty Thousand and No/100 Dollars (\$46,250,000.00), the County shall pay to the Company the sum of Two Million and No/100 Dollars (\$2,000,000.00) on or before September 30, 2015; and

5.2.2.2. Provided the Company has made a total Qualified Capital Investment in the Project of Sixty Million and No/100 Dollars (\$60,000,000.00) as of the end of the Initial Performance Period, the County shall pay to the Company at the completion of the Initial Performance Period, the sum of Five Thousand Seven Hundred

Fourteen and 28/100 Dollars (\$5,714.28) for each New Job created beyond the three hundred fifty (350) New Jobs referred to in Paragraph 4.2.1. up to three hundred fifty (350) additional New Jobs. In no event shall the total Lee County First Incentive Award exceed Four Million and No/100 Dollars (\$4,000,000.00).

5.2.3. Accelerated Incentive Award Payment. If the Company establishes temporary facilities in Lee County, Florida and creates one hundred (100) or more New Jobs in Lee County, Florida, the County will pay to the Company on December 31, 2014, the sum of Five Thousand Seven Hundred Fourteen and 28/100 Dollars (\$5,714.28) for each New Job created up to one hundred (100) New Jobs. The accelerated incentive award payment paid under this Paragraph may not exceed the sum of Five Hundred Seventy-One Thousand Four Hundred Twenty-Eight and 57/100 Dollars (\$571,428.57). In the event the Company avails itself of the opportunity to receive an accelerated incentive award payment, the number of New Jobs which must be created as a condition precedent to the incentive award payment to be made under Paragraph 5.2.2.1 above, and the amount of the incentive award payment to be made thereunder shall be downwardly adjusted to account for the accelerated incentive award payment. The Company is under no obligation to pursue an accelerated incentive award payment and the failure of the Company to achieve the performance milestones associated with such an accelerated payment does not constitute an event of default under the terms of this Agreement.

5.2.4. Application for Incentive Payment. The Company shall apply for incentive award funds by submitting to the Executive Director of the Lee County Economic Development Office a written, sworn certification by the Chief Financial Officer of the Company specifying the number of New Jobs created by the Company and the total Qualified Capital Investment made by the Company. The certification shall contain the following information for each New Job created: (1) the position classification; (2) the annualized wage for the position, excluding employee benefit packages; (3) the hire date for the position; (4) the address of the facility where the position will be based; and (5) a payroll report for the position. The certification shall contain the following information for the

Qualified Capital Investment made by the Company: (1) the date of the investment; (2) a narrative description of the investment; (3) the amount of the investment; (4) the name and address of the party receiving the investment; and (5) a receipt, cancelled check or other written evidence of payment.

6. **REPORTING REQUIREMENTS.** On a quarterly basis, the Company shall submit to the County in sufficient and reasonable detail a written progress report verifying the number of New Jobs created by the Company in Lee County, Florida, the Average Wage of these New Jobs and specifying the total Qualified Capital Investment made by the Company to date. The quarterly report shall include for each New Job created the following information: (1) the position classification; (2) the annualized wage for the position excluding employee benefit packages; (3) the hire date for the position; and (4) a payroll report for the position. The quarterly report shall include the following information regarding Qualified Capital Investments made by the Company: (1) the date of the investment; (2) a narrative description of the investment; (3) the amount of the investment; (4) the name and address of the party receiving the investment; and (5) a receipt, cancelled check or other written evidence of payment. The quarterly report shall be certified under oath by the Chief Financial Officer of the Company and shall be delivered to the County no later than March 31, June 30, September 30 and December 31 of each year following the Effective Date. The County Attorney and Clerk's Auditor may review these reports and all supporting base documentation at the Economic Development Office for confirmation that all performance requirements have been fully satisfied.

7. **REPAYMENT OF LEE COUNTY FIRST INCENTIVE AWARD.**

- 7.1. New Job Retention Reporting. On June 30 of each year of the Retention Period, the Company shall report to the County the number of New Jobs it maintains in Lee County, Florida.
- 7.2. Annual Repayments. To the extent the number of New Jobs maintained by the Company in Lee County, Florida for a particular year during the Retention Period falls below the total number of New Jobs created by the Company and funded by the County as of the completion of the Initial Performance Period, the Company shall repay to the County a sum equal to Five Thousand Seven Hundred Fourteen and 28/100 Dollars (\$5,714.28) for each New Job lost.
- 7.3. Date of Repayment. The annual repayment contemplated in 7.2 above shall be made to the County within thirty (30) days following June 30 of the year for which an annual repayment is owed. Should the annual repayment not be

received by the County as provided for above, interest shall accrue on the annual repayment amount at an annual interest rate equal to the statutory interest rate arising under Florida Law.

- 7.4. Failure to Report. The County shall provide the Company with written notice of default should it determine that the Company has failed to materially comply with the reporting provisions of this Agreement. Should the Company fail to cure its reporting failure within thirty (30) days from the date of the County's written notice, the Company shall repay to the County any portion of the Four Million and No/100 Dollars (\$4,000,000.00) incentive award it has received from the County less any annual repayments previously received by the County under the provisions of Paragraph 7.2 of this Agreement. The payment contemplated herein shall be made by the Company within sixty (60) days from the date of the County's notice of default.
8. **FORGIVENESS OF INCENTIVE AWARD.** If the Company retains all New Jobs as described in Paragraph 4.3, makes all required Qualified Investments, and otherwise performs all material obligations hereunder, the Company shall be released from any repayment requirements arising under the terms of this Agreement.
9. **MAINTENANCE OF RECORDS.** The Company shall keep full and detailed records pertaining to its workforce located in Lee County, Florida as well as Jobs created pursuant to the terms of this Agreement. The records to be maintained shall include, but shall not be limited to, those documents underlying or otherwise supporting the certifications and quarterly reports referenced in Paragraphs 5.2.4 and 6 of this Agreement. The Company shall preserve the aforementioned records until December 31, 2021.
10. **ANNUAL RIGHT TO AUDIT.** The County or its designated representatives shall audit the Company's business records on an annual basis to monitor the Company's progress in achieving and/or satisfying the performance requirements set forth in Paragraph 4 of this Agreement. The County shall afford the Company thirty (30) days' notice of its desire to initiate the annual audit of the business records of the Company and shall specify the categories and type of business records it wishes to review. The Company shall make the business records requested available for the County's review in the Company's offices located in Lee County, Florida no later than thirty (30) days after receiving the County's request.
11. **COMPANY'S WARRANTIES AND REPRESENTATIONS.**

- 11.1. Company represents that it possesses all requisite legal authority to enter into this Agreement, and that the individual executing this Agreement is possessed with the authority to so sign and bind the Company.
- 11.2. The Company further warrants that it has not entered into any agreements or has obligations that would prohibit the Company from locating or maintaining facilities and New Jobs in Lee County, Florida.
12. **INDEMNIFICATION BY COMPANY.** The Company agrees to defend, indemnify and save harmless the County and its agents, servants and employees from and against any claims, costs, expense or liability (including attorneys' fees) arising out of, resulting from or occurring in connection with the Company's breach of this Agreement. Notwithstanding the foregoing, the Company is not required to indemnify, hold harmless or defend the County from any claim arising out of a default by the County under the terms of this Agreement. The Company's indemnification obligation shall be limited, in all events, to an amount equal to the amount the Company actually receives under this Agreement less any repayments previously received by the County, and in no event shall the Company be required to indemnify the County for any consequential, punitive, incidental or similar damages incurred in connection with or pursuant to this Agreement and the County hereby waives any and all claims for any such damages.
13. **TERM AND TERMINATION.** This Agreement shall terminate on the earlier of:
- 13.1. December 31, 2020;
- 13.2. At the option of the County in the event the Company is in default of any obligations on its part to be performed under this Agreement;
- 13.3. The execution by all parties of a written agreement terminating this Agreement; or
- 13.4. At the option of the County, if the Company suffers an event of bankruptcy or insolvency.
14. **RELATIONSHIP OF PARTIES.** Nothing in this Agreement, or any act of the Parties shall be deemed or construed by the Parties hereto or any third party to create a relationship of principal and agent, partnership, joint venture, or of any association whatsoever between the Company and County.

15. **PROMOTION OF ECONOMIC INCENTIVES.** Either party may issue news releases, public announcements, advertisements or other forms of publicity concerning its efforts in connection with this Agreement.

16. **ACCELERATION OF INITIAL PERFORMANCE PERIOD.** The Company shall be entitled to accelerate the Initial Performance Period by providing written notice to the County setting forth a termination date for the Initial Performance Period earlier than December 31, 2016. The Retention Period shall commence as of the Initial Performance Period termination date set forth in the Company's written notice. In no event shall the accelerated termination date predate the Company's written notice.

17. **SURVIVAL.** All covenants, agreements, representations and warranties made herein shall survive the termination of this Agreement.

18. **MISCELLANEOUS.**
 - 18.1. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless it is in writing and signed by the parties against whom the enforcement of such modification, waiver, amendment, discharge, or change is sought.

 - 18.2. This Agreement shall be construed in accordance with the laws of the State of Florida.

 - 18.3. Any and all litigation arising in connection with this Agreement shall be heard in a court of appropriate jurisdiction in Lee County, Florida.

 - 18.4. This Agreement shall be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

 - 18.5. All notices under this Agreement shall be in writing and shall be deemed to have been given when mailed in any United States Post Office, enclosed in a registered, postage-paid envelope, return receipt requested, addressed to the address of the respective parties stated below:

If to the Company: _____

with copies to:

and

If to the County:

Executive Director
Lee County Economic Development
2201 Second Street, Ste 500
Fort Myers, FL 33901
Ph: 239-338-3161
Fx: 239-338-3227

with copies to:

County Manager of Lee County
P.O. Box 398
Fort Myers, FL 33902

and

County Attorney, Lee County
P.O. Box 398
Fort Myers, FL 33902 11

or to such other address or to such other persons as any party may designate in writing to the other for such purpose.

- 18.6. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the persons or entity may require.
- 18.7. If a provision or a portion of any provision of this Agreement, or the application of any such provision or portion thereof to any person or circumstance, is held invalid or unenforceable, the remaining portion(s) of the provision and the remaining provisions of this Agreement shall not be affected thereby.

- 18.8. The prevailing party shall be entitled to recover all costs incurred, including a reasonable attorneys' fee.
- 18.9. This Agreement may not be assigned by Company without the prior written consent of the County.
- 18.10. The Company agrees any public expenditure under this Agreement that is found to be unlawful by a court of competent jurisdiction shall be reimbursed to the County. The County represents and warrants that the public expenditures contemplated by this Agreement comply with all applicable laws in effect on the date of this Agreement.
- 18.11. The parties hereto shall, at any time and from time to time following the execution hereof, execute and deliver all such further instruments and take all such further action as may be necessary or appropriate to carry out the purposes of this Agreement.
- 18.12. Every covenant, term, and provision of this Agreement shall be construed according to its fair meaning and shall not be strictly construed for or against any party.
- 18.13. All titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the day and year first above written. Lee County, through its Board of County Commissioners, authorized the County Chair to execute this Agreement on the _____ day of _____, 2013

**THE COUNTY
LEE COUNTY, FLORIDA
Board of County Commissioners**

BY _____

DATE: _____

**ATTEST: LINDA DOGGETT
CLERK OF COURTS**

By: _____
Deputy Clerk

THE COMPANY

BY: _____
Printed Name: _____
Title: _____

DATE: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____ as _____ of _____ (the "Company").

Signature of Notary Public - State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced: _____

A Lee County Economic Impact Study

Lee County
Project # LC-13-03-01

Prepared for



Lee County Industrial Development Authority

Dr. Gary Jackson
Director, Regional Economic Research Institute
Lutgert College of Business
Florida Gulf Coast University
April 17, 2013

Executive Summary

This study has forecast the economic impact on Lee County of a new firm that will create 700 new positions in Lee County at an average annual wage of \$102,000. The average value of benefits associated with each new job is \$15,000, resulting in an average total compensation of \$117,000 per new employee. The average annual Lee County wage across all industries in 2011 was \$38,193.¹

Project Overview

This is a firm that that will establish a corporate headquarters to undertake the strategic and organizational planning and decision-making role of the company or enterprise. The company plans to add 700 employees to Lee County by 2016 and to spend \$68.75 million on a land purchase, building, and equipment. The land purchase is \$11.25 million, the construction of a new building is \$50.5 million, and the purchase of furnishings and equipment for the new building are \$7.0 million.

Operating Economic Impacts

The value added economic impact upon project completion is forecast to be \$190.2 million annually.²

The present value³ (measured in 2013 dollars) of the overall economic measures for five years including 2013 to 2017 are:

Economic Measure	Increase
Value Added	\$582.0 million
Labor Income	\$425.6 million
Expenditures	\$936.1 million

The projected additional employment for Lee County will be 1,704 employees for 2016.

¹Quarterly Census of Employment and Wages, QCEW, 2011, Florida Department of Economic Opportunity.

²Value added is the additional income created in Lee County plus indirect business taxes and is in 2016 dollars.

³The five-year present value is calculated using a discount rate based on the 30-year National Municipal Bond Yields of 3.25 percent, www.bloomberg.com/markets/rates/index.html, as of March 20, 2013.

Description of Company

The information for the study was provided by the Lee County Economic Development Office which is not allowed to disclose the company's identity at this time. The Lee County Economic Development Office is able to provide sufficient information to complete an economic study of the firm's impact on the local Lee County economy. The following information describes the potential changes expected by the company locating to Lee County.

This is a firm that that will establish a corporate headquarters to undertake the strategic and organizational planning and decision-making role of the company or enterprise. The company plans to add 700 employees to Lee County by 2016 and to spend \$68.75 million on a land purchase, building, and equipment. The land purchase is \$11.25 million, the construction of a new building is \$50.5 million, and the purchase of furnishings and equipment for the new building are \$7.0 million.

This would include the following assumptions for the economic model runs:

- 100 new full-time positions by the end of 2013;
- 400 new full-time positions by the end of 2014 (including those from 2013); and
- 700 new full-time positions by the end of 2015 (cumulative total positions).

The economic impact model requires that the new positions be converted into annual full-time equivalent employees. If a new job begins in July, the employee would only work half a year and would be modeled as one-half of an annual full-time equivalent employee. The hiring of the new employees was spread evenly over the year to calculate the number annual full-time equivalent employees with all 700 positions filled by the beginning of 2016. This method results in 25 full-time equivalent annual employees for 2013, 262.5 full-time equivalent annual employees for 2014, and 562.5 full-time equivalent annual employees for 2015. There would be 700 full-time equivalent employees for 2016 since all the hiring would be completed in 2015.

Although the economic analysis ends in 2017, the economic benefit of the 700 new Lee County positions is expected to continue as long as the new employment and the firm remain in operation in Lee County. The average annual wage for each new position in 2013 is \$102,000 and the average value of benefits associated with each new job is \$15,000. This results in an average total compensation of \$117,000 per new employee.

In addition, the company will spend \$3 million in 2013, \$30 million in 2014, and \$17.5 million in 2015 for construction of a new corporate headquarters building. This will create additional expenditures in Lee County during the construction period. The company plans to spend approximately \$7 million for equipment and \$11.25 million for the land. The study assumes that the equipment expenditures are supplied by companies outside Lee County and do not have an economic impact on Lee County. The purchase of the land is a change of ownership and does not have an economic impact.

Study Results

The economic impact model, IMPLAN, provides four measures of economic impact for Lee County.

- Expenditures are a measure of additional expenditures resulting from the new company.
- Employment represents the additional employment created in Lee County as a result of the new establishment or company.
- Value added represents the additional labor income, proprietary income, other property income, and indirect business taxes created within Lee County.
- Labor income represents the wage, salary, and benefits paid to workers in Lee County.

The model accounts not only for the expenditures by the new company (direct), but also indirect impacts created by other firms which are suppliers of services and products to the expanding firm (indirect) and the economic impact of expenditures by the new employees (induced) for housing, food, and other goods and services.

Operating Economic Impacts

This section describes the economic benefits that result from the new firm's business operations. The economic impact measures are provided in Tables 1 through 5 for the years 2013 to 2017. The 2013 Lee County economic measures are shown in Table 1. Direct expenditures by the expanding company are predicted to be \$5.4 million with total overall expenditures which includes the direct, indirect and induced impacts of \$9.9 million. The company is expected to have a direct economic impact of hiring 25 full-time annual equivalent employees and an overall employment impact on Lee County's employment of 61 due to the additional business-to-business activity and the expenditures created by the additional household income. Direct value added is \$3.5 million for the company and the overall economic value added is \$6.3 million. The labor income directly created by the new company is \$3.1 million and the overall labor income increase for Lee County is \$4.6 million.

Table 1
Economic Impact of Hiring of 25 Annual FTE Employees in 2013

	Employment	Labor Income	Value added	Expenditures
Direct	25.0	\$3.1 million	\$3.5 million	\$5.4 million
Indirect	13.4	\$0.6 million	\$1.1 million	\$1.8 million
Induced	22.5	\$0.9 million	\$1.7 million	\$2.7 million
Total	60.9	\$4.6 million	\$6.3 million	\$9.9 million

The Lee County economic impact measures for 2014 are shown in Table 2. Direct expenditures by the new company are \$57.9 million with a total overall increase in expenditures for Lee County of \$106.0 million. The company is expected to have a direct economic impact of adding 263 full-time annual equivalent employees and an overall employment increase for Lee County of approximately 640. The 263 new employees hired by the new company include the new employees hired in 2013 and 2014. Value added directly by the company is \$37.2 million and the overall Lee County economic value-added increase is 67.2 million. The labor income impact for the company by 2014 is an increase of \$33.3 million and the overall labor income increase of \$49.3 million.

**Table 2
Economic Impact of Hiring of 262.5 Annual FTE Employees by 2014**

	Employment	Labor Income	Value added	Expenditures
Direct	262.5	\$33.3 million	\$37.2 million	\$57.9 million
Indirect	140.7	\$6.5 million	\$11.6 million	\$19.4 million
Induced	235.7	\$9.5 million	\$18.5 million	\$28.8 million
Total	638.9	\$49.3 million	\$67.2 million	\$106.0 million

The operating economic impacts for 2015 are shown in Table 3. Direct expenditures by the new firm are predicted to increase by \$126.5 million with total overall expenditure increase for Lee County of approximately \$231.8 million. The company plans to hire 563 full-time equivalent annual employees by the end of 2015. The 563 new employees include those added in 2013, 2014, and 2015. The overall Lee County employment increase is 1,369 due to the additional business-to-business activity and the expenditures created by the additional household income. Value added is \$81.3 million of direct company economic impact and an overall economic increase for Lee County is \$146.9 million. The new company will directly increase labor income \$72.7 million in 2015 and increase the overall labor income for Lee County by \$107.7 million.

**Table 3
Economic Impact of Hiring of 562.5 Annual FTE Employees by 2015**

	Employment	Labor Income	Value added	Expenditures
Direct	562.5	\$72.7 million	\$81.3 million	\$126.5 million
Indirect	301.5	\$14.2 million	\$25.3 million	\$42.3 million
Induced	505.1	\$20.8 million	\$40.3 million	\$62.9 million
Total	1,369.1	\$107.7 million	\$146.9 million	\$231.8 million

The Lee County economic measures for 2016 are shown in Table 4. The company will directly increase its employment by 700 and an overall employment increase for Lee County is forecast to be 1,704. The new employees added by 2016 include those hired in the previous three years. Direct expenditures are predicted to be \$160.6 million with a total overall expenditure increase for Lee County of \$294.2 million. The value added directly by the new company is \$103.1 million and the overall value added increase for Lee County is \$186.4 million. The labor income increase paid by the company is \$92.3 million and the overall labor income increase for the county is \$136.7 million.

Table 4
Economic Impact of Hiring of 700 Annual FTE Employees by 2016

	Employment	Labor Income	Value added	Expenditures
Direct	700.0	\$92.3 million	\$103.1 million	\$160.6 million
Indirect	375.2	\$18.1 million	\$32.1 million	\$53.7 million
Induced	628.6	\$26.4 million	\$51.2 million	\$79.9 million
Total	1703.8	\$136.7 million	\$186.4 million	\$294.2 million

The Lee County economic measures for 2017 are shown in Table 5. The company will directly increase its employment by 700 and an overall employment increase for Lee County is forecast to be 1,704. These are employees hired from 2013 to 2016. Direct expenditures are predicted to be \$163.8 million with a total overall expenditure increase for Lee County of \$300.1 million. The value added directly by the new company is \$105.2 million and the overall value added increase for Lee County is \$190.2 million. The labor income increase paid by the company is \$94.2 million and the overall labor income increase for the county is \$139.5 million.

Table 5
Economic Impact of Hiring of 700 Annual FTE Employees by 2017

	Employment	Labor Income	Value added	Expenditures
Direct	700.0	\$94.2 million	\$105.2 million	\$163.8 million
Indirect	375.2	\$18.4 million	\$32.7 million	\$54.8 million
Induced	628.6	\$26.9 million	\$52.2 million	\$81.5 million
Total	1703.8	\$139.5 million	\$190.2 million	\$300.1 million

Construction Investment in 2013 to 2015

In addition to the economic impact of the new business operations, the company plans to build a new corporate headquarters building in Lee County. Construction would begin in 2013 and be completed in 2015 costing \$50.5 million. The direct expenditure for construction in 2013 is predicted to be \$3 million with \$11.25 million for the land and \$2 million for equipment. The construction expenditures will create additional business-to-business activity and create additional household income in 2013 resulting in additional overall expenditures of \$4.7 million, as shown in Table 6. The construction is predicted to directly result in hiring 22 full-time annual positions and the overall employment increase for Lee County is predicted to be 36 positions. The direct value added impact on income and indirect business taxes for the county is \$1.3 million with an overall or total value added increase for the county of \$2.3 million. The direct labor income economic increase as result of the company's construction expenditures in 2013 for Lee County is \$1.0 million with an overall labor income increase of \$1.6 million.

Table 6
Economic Impact of Construction Investment of \$3 million in 2013

Measure	Employment	Labor Income	Value added	Expenditures
Direct	22.0	\$1.0 million	\$1.3 million	\$3.0 million
Indirect	6.2	\$0.3 million	\$0.4 million	\$0.8 million
Induced	8.2	\$0.3 million	\$0.6 million	\$0.9 million
Total	36.3	\$1.6 million	\$2.3 million	\$4.7 million

The direct expenditure for construction in 2014 is predicted to be \$30 million with no expenditures for equipment. The construction expenditures will create additional business-to-business activity and create additional household income in 2014 resulting in additional overall expenditures of \$46.7 million, as shown in Table 7. The construction is predicted to directly result in hiring 220 full-time annual positions and the overall employment increase for Lee County is predicted to be 363 positions. The direct value added impact on income and indirect business taxes for the county is \$12.6 million with an overall or total value added increase for the county of \$22.7 million. The direct labor income economic increase as result of the company's construction expenditures in 2014 for Lee County is \$10.2 million with an overall labor income increase of \$15.9 million.

**Table 7
Economic Impact of Construction Investment of \$30 million in 2014**

Measure	Employment	Labor Income	Value added	Expenditures
Direct	219.7	\$10.2 million	\$12.6 million	\$30.0 million
Indirect	61.9	\$2.6 million	\$4.2 million	\$7.5 million
Induced	81.8	\$3.1 million	\$5.9 million	\$9.2 million
Total	363.4	\$15.9 million	\$22.7 million	\$46.7 million

The direct expenditure for construction in 2015 is predicted to be \$17.5 million with \$5 million in expenditures for equipment. The construction expenditures will create additional business-to-business activity and create additional household income in 2015 resulting in additional overall expenditures of \$27.3 million, as shown in Table 8. The construction is predicted to directly result in hiring 128 full-time annual positions and the overall employment increase for Lee County is predicted to be 212 positions. The direct value added impact on income and indirect business taxes for the county is \$7.4 million with an overall or total value added increase for the county of \$13.2 million. The direct labor income economic increase as result of the company's construction expenditures in 2015 for Lee County is \$5.9 million with an overall labor income increase of \$9.3 million.

**Table 8
Economic Impact of Construction Investment of \$17.5 million in 2015**

Measure	Employment	Labor Income	Value added	Expenditures
Direct	128.2	\$5.9 million	\$7.4 million	\$17.5 million
Indirect	36.1	\$1.5 million	\$2.4 million	\$4.4 million
Induced	47.7	\$1.8 million	\$3.5 million	\$5.4 million
Total	212.0	\$9.3 million	\$13.2 million	\$27.3 million

Sales and Property Tax Impacts

The model also provides estimates of the additional sales and property tax that would be expected to be collected by state and local government as a result of the new corporate headquarters. The estimates are shown in Table 9. The estimates are approximations based on historical information obtained in 2010.

Table 9

Estimated Additional Taxes by Year		
Year	Sales tax	Property Tax
2013	\$.01 million	\$0
2014	\$1.5 million	\$0.2 million
2015	\$1.9 million	\$2.2 million
2016	\$2.3 million	\$3.9 million
2017	\$2.3 million	\$4.6 million

The increase in sales tax for 2013 to 2015 reflects the added construction related income and expenditures. The additional tax collection estimates provide part of the information necessary to complete a cost benefit analysis. The additional firm and its employees will require services from the county which would be expected to increase county costs.

Summary

This study has forecast the economic impact of locating a new firm's corporate headquarters in Lee County that will create 700 positions at an average annual wage of \$102,000. The analysis was completed for five years from 2013 to 2017 but the economic benefits will continue past 2017 as long as the new operation continues.

The forecasts have accounted for the expansion of the new firm and its additional employment, as well as the additional business-to-business activity to supply the new firm and the additional economic activity generated by the additional household income and expenditures.

Annual Economic Impacts

By 2017, the project's total expenditure impact on the county will total \$300 million annually. Annual employment will increase by approximately 1,704. Total labor income related to the project is estimated at \$139 million per year. Total value added is estimated at \$190 million per year. Annual sales tax collections by state and local government are approximately \$2.3 million and property tax collections are expected to rise by \$4.6 million. As noted earlier, these are economic benefits that will be generated each year the operations and employment continue. The study does not provide an estimate of the additional costs that would be incurred by the county to provide services to the expanded firm, its employees, and their families.

Project Economic Impact: 2013 – 2017

This study estimated the present value through 2017. The expenditures will total \$936 million, the labor income impact accumulates to \$426 million, the value added impact totals approximately \$582 million, and approximately 1,704 new jobs are projected to be created.

Appendix A

IMPLAN Pro: An Economic Impact Analysis Model

This study was completed using an established and accepted economic impact model, IMPLAN, that is currently in use by over a thousand licensed model users in the United States including universities, government agencies, and private companies. The model is based on an understanding of inter-industry relationships and the work of Wassily Leontief. He developed the concept of multipliers from input-output tables and received the Nobel Prize in 1973 for his work.⁴ The model was originally developed for the United States Department of Agriculture and in the late 1980s was refined and enhanced with the assistance of the University of Minnesota.

The model includes a mathematical input-output (I-O) data set for Lee County that allows one to forecast the economic impacts of a new or expanding firm's expenditures and added employment on other Lee County businesses. The new or expanding company and its employees will need various products and services leading to additional expenditures, jobs, value added, and labor income. The value added includes employee compensation, proprietary income, other property type income, and indirect business taxes. Indirect business taxes consist of excise taxes, property taxes, fees, licenses, and sales taxes paid by businesses.

The additional demand for goods and services in Lee County as a result of the new or expanding firm or establishment will lead to additional business-to-business activity and the additional household incomes will increase business activity for household goods and services.

⁴ "User's, Analysis, and Date Guide," IMPLAN Professional 2.0, Stillwater Minnesota, www.implan.com.

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

Blue Sheet No. 20130382

1. ACTION REQUESTED/PURPOSE:

- a. Approve Interim County Attorney Agreement with Andrea R. Fraser.
- b. Authorize the Chair's execution of Agreement.

2. FUNDING SOURCE:

N/A

3. WHAT ACTION ACCOMPLISHES:

Provides an Interim County Attorney for the Board's legal needs until such time as the next County Attorney is selected by the Board.

4. MANAGEMENT RECOMMENDATION:

5. Departmental Category: A4A

6. Meeting Date: 4/30/2013

7. Agenda:

Administrative

8. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin Code
- Other

9. Request Initiated

Commissioner: Cecil L Pendergrass
Department: COUNTY COMMISSIONERS
Division: No Divisions
By: Andrea Fraser

10. Background:

At the January 8, 2013, Regular Board of County Commissioners Meeting, a motion was made to place County Attorney Michael Hunt on Administrative Leave commencing from the January 8, 2013, meeting until January 31, 2013. The motion included appointing Andrea R. Fraser, Deputy County Attorney to "Acting County Attorney" effective as of January 8, 2013, while a recruiting agency was to be hired to search for candidate for the position.

ATTACHMENT: Interim County Attorney Agreement

11. Required Review:

<i>Andrea Fraser</i>	<i>Reginald Kantor</i>	<i>David Harris</i>	<i>Peter Winton</i>		
COUNTY ATTORNEY	Budget Analyst	Budget Services	County Manager		

12. Commission Action:

**Agreement and Terms of Appointment for
Andrea R. Fraser
as Interim Lee County Attorney**

On January 8, 2013, the Board of County Commissioners (BOCC) appointed Andrea R. Fraser to the position of Interim County Attorney for Lee County with an effective date of January 9, 2013. The BOCC hereby confirms the terms of that appointment as follows:

1. Ms. Fraser shall perform the duties of County Attorney as provided for by Florida law and the Lee County Charter.
2. The effective date of Ms. Fraser's appointment is January 9, 2013.
3. Ms. Fraser's annual salary, effective as of January 10, 2013, shall be at the rate of \$177,490.00 per annum for the duration of the appointment.
4. The temporary additional duty pay (TAD) is retroactive to January 10, 2013 (first day of the pay period), and will continue until the first day of the actual hire of the new County Attorney.
5. All other County benefits accruing to Ms. Fraser as a regular, full time Lee County employee will continue to accrue during the period of her appointment as Interim County Attorney.
6. The Board of County Commissioners by a simple majority vote, at any time and without cause, may request that Ms. Fraser step down as the Interim County Attorney and return to her previous position as Deputy County Attorney at her salary as of January 9, 2013 with all benefits as previously accrued.
7. During her tenure as Interim County Attorney, Ms. Fraser shall retain her status as a full time, permanent Lee County employee for all purposes as established in the Lee County Personnel Policies and Procedures Manual and the County Charter.
8. Ms. Fraser's interim appointment shall terminate the first day of the actual hire of the new County Attorney. Ms. Fraser's salary shall there upon revert to the same salary and benefits received prior to appointment as Interim County Attorney.
9. This Agreement shall become part of Ms. Fraser's permanent Lee County personnel file.

The terms and conditions as contained herein have been accepted and approved by both Parties as indicated by their signatures below.

Commissioner Cecil L Pendergrass, Chair
Lee County Board of County Commissioners

Date

Andrea R. Fraser, Interim County Attorney
Lee County Attorney's Office

Date