

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

Blue Sheet No. 20030845

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and authorize Chairman to execute the attached interlocal agreement between Lee County and the Town of Fort Myers Beach. Approve a budget transfer of \$79,500 from reserves, and amend the FY 2002-03/2006-07 CIP accordingly.

WHY ACTION IS NECESSARY: The Board of County Commissioner must approve all agreements and transfers.

WHAT ACTION ACCOMPLISHES: Provides a mechanism to reimburse the Town of Fort Myers Beach for the maintenance of beach access with Tourist Development Council beach and shoreline funds.

2. DEPARTMENTAL CATEGORY: 1-

COMMISSION DISTRICT #: 3

CIC

3. MEETING DATE:

08-05-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *Visitor & Conv. Bureau*
- C. DIVISION *DM*
- BY: D.T. Minich, Executive Director

7. BACKGROUND:

On April 1, 2003, the Town of Fort Myers Beach took over the maintenance of the beach accesses south of the Times Square pier. Lee County Parks & Recreation was in full cooperation with the transition of responsibility. The TDC originally allocated funds to Lee County Parks & Recreation for the full year of maintenance of these beach accesses, but will now make these funds available to the Town to reimburse maintenance expenses during the period April 1 – September 30, 2003.

The project is as follows:

201895.....Town of Fort Myers Beach Operation Beach Maintenance.....\$79,500.00

Funds will be available in account number 20189530101.508309, Capital Projects, Fort Myers Beach Maintenance, Capital Improvement Fund, Tourist Tax, Other Grants and Aids.

- Attachments: 1. Request for the Transfer of Funds
2. Agreement for Tourist Development Tax Funding (3 originals)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>DM</i> 7-17-03	<i>DM</i> 7-18-03	<i>N/A</i>		<i>Debra J. Jester</i> 7-22-03	<i>DM</i> 7-22-03	<i>DM</i> 7-22-03	<i>DM</i> 7-22-03	<i>DM</i> 7-22-03	<i>DM</i> 7-22-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *7/21/03*
 Time: *4:05 PM*
 Forwarded To: *Budget*
7/23/03 4:15 PM

RECEIVED BY COUNTY ADMIN
DM
7/21/03
COUNTY ADMIN FORWARDED TO
DM
7/23/03 11:00

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Capital Improve. - Tourist Dev. Beach Projects DATE: 07/18/03 BATCH NO. _____

FISCAL YEAR: 02/03 FUND #: 30101 DOC TYPE: YB LEDGER TYPE: BA

TO: Capital Projects Capital Projects
 (DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.
 (EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
20189530101.508309	Other Grants & Aids	\$ 79,500
TOTAL TO:		\$ 79,500

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

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890130101.509930	Res. for Future Capital Outlay	\$ 79,500
TOTAL FROM:		\$ 79,500

EXPLANATION: Transfer funds from reserves for Town of Fort Myers Beach Operation Beach Maintenance project for the period April 1, 2003 - September 30, 2003.

DIVISION DIRECTOR SIGNATURE	DATE		DATE
DBS: APPROVAL <input checked="" type="checkbox"/> DENIAL <input type="checkbox"/>			DATE
APPROVAL <input type="checkbox"/> DENIAL <input type="checkbox"/>			DATE
CO. ADMIN.: APPROVAL <input type="checkbox"/> DENIAL <input type="checkbox"/>			DATE

BCC APPROVAL DATE _____ BCC CHAIRMAN SIGNATURE _____

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

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

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

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 01-16, Lee County collects tourist development tax; and

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

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

NAME: Town of Fort Myers Beach Operation Beach Maintenance

NUMBER: 201895

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$79,500.00 during the **COUNTY'S** fiscal year 2003.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: N/A
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this ____ day of _____, 200__.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

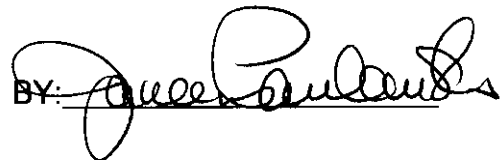
BY: _____
CHAIRMAN

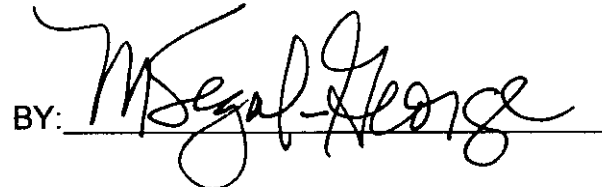
APPROVED AS TO FORM

BY: _____
COUNTY ATTORNEY'S OFFICE

ATTEST:
TOWN CLERK

TOWN OF FORT MYERS BEACH, FLORIDA

Deputy
BY: 

BY: 

APPROVED AS TO FORM

BY: 
TOWN ATTORNEY