

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

**Blue Sheet No. 20061392**

**1. ACTION REQUESTED/PURPOSE:**

Request that the board approve the attached agreement between Lee County and Sanibel Beautification, Inc. and authorize the Chairwoman to execute the agreement.

**2. WHAT ACTION ACCOMPLISHES:**

Executes an agreement that establishes the terms, conditions, and responsibilities of both parties for a matching funds grant from the Landscaping Funds Program (AC 11-08). This will provide the Sanibel Beautification, Inc. with funding for a landscaping project that is a component of their Periwinkle Way Restoration Corridor Master Plan.

**3. MANAGEMENT RECOMMENDATION:**

Approve request.

**4. Departmental Category:** 9

**C9A**

**5. Meeting Date:** 10/31/06

**6. Agenda:**

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

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

- Statute
- Ordinance
- Admin. Code 11-08
- Other

**8. Request Initiated:**

**Commissioner** \_\_\_\_\_  
**Department** Transportation  
**Division** Operations  
**By:** Scott M. Gilbertson, P.E.  
 Director, DOT

**9. Background:**

In 1988, Lee County created a grant program (Administrative Code [AC] 14-01) for the betterment of Lee County through its use on public properties. The program is for non-profit organizations, and was initially utilized nearly exclusively for roadway landscaping projects. In 1994, this program was moved from Planning and Construction to DOT, and renamed the Landscaping Funds Program.

Sanibel Beautification, Inc. submitted a grant application for this project in May of this year. On July 11, 2006, Sanibel Beautification, Inc. presented their proposed project to the Lee County Roadway Landscape Advisory Committee. The committee approved the project on that date, based on the criteria included in the AC, and is forwarding it on to the BoCC for their consideration.

This project is a community revitalization effort by The Periwinkle Partnership. The Periwinkle Partnership is comprised of the Sanibel Beautification, Inc., Sanibel & Captiva Chamber of Commerce and Sanibel-Captiva Conservation Foundation, working in partnership with the City of Sanibel for the restoration of Periwinkle Way, which was devastated by Hurricane Charley in 2004.

**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.	
S. Gilbertson Date 10/16/06 <i>[Signature]</i>	<i>[Signature]</i> 10/16/06			<i>[Signature]</i> 10/16/06	RK 10/17	10/17/06	10/17/06	10/15/06	<i>[Signature]</i> J. Lavender Date 10-16-06

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

REC'D  
by CO. ATTY.  
10/16/06  
2:45 pm  
CO. ATTY.  
FORWARDED TO:  
CAB DIVISION  
10/16/06

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
10/16/06  
4:12 pm  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
10/18/06  
4:10 pm

## AGREEMENT

This Agreement is made between the Lee County Board of County Commissioners (hereinafter referred to as the "COUNTY"), a political subdivision and Charter County and Sanibel Beautification, Inc. (hereinafter referred to as the "GRANTEE"). The Parties agree to be bound by the terms and conditions set forth herein.

### WITNESSETH:

**WHEREAS**, GRANTEE has developed the *Periwinkle Way Corridor Restoration Master Plan* for Periwinkle Way in Sanibel, Florida, within Lee County roadway right-of-way, and has affirmed the commitment to develop said plan; and

**WHEREAS**, COUNTY has made available grant funds for not-for-profit groups engaged in landscaping projects for the betterment of Lee County, through the Landscaping Funds Program Administrative Code 11-08; and

**WHEREAS**, both Parties agree that said project will serve to enhance and improve a public area within Lee County.

**NOW THEREFORE**, it is agreed between the Parties that:

### SECTION ONE

GRANTEE agrees to develop this project according to plans and scope of work submitted to Lee County in its Grant Application and approved by the Lee County Roadway Landscape Advisory Committee on July 11, 2006, subject to special conditions described in Attachment "A". Payment of Lee County Landscaping Grant Funds will be made on a reimbursement basis as indicated in the Landscaping Funds Program (attached as attachment "B" and incorporated herein by reference). GRANTEE agrees to abide by all rules for submitting progress reports, final narrative report, amendments, audits, and records as set forth in the Landscaping Funds Program. Paid invoices with unit costs and quantities shall accompany any requests for funds to substantiate payment.

### SECTION TWO

GRANTEE agrees to assume full responsibility for preparation of all plans and specifications, securing of the construction contract, construction supervision and attainment of required permits.

### **SECTION THREE**

The term for this Agreement shall run from the date of this Agreement until December 31, 2007, for the completion of the project's implementation and reimbursement, unless both Parties mutually agree in writing to extend it by amendment or either Party agrees to cancel this agreement upon 30 days notice.

### **SECTION FOUR**

In consideration of the above terms and conditions, the COUNTY will make available the total sum of one hundred and sixty three thousand dollars (\$163,000.00), from aforementioned Landscaping Funds Program to the GRANTEE for the design, purchase and installation of plans, plants and materials for the project. The funds shall be drawn as stated in the Landscaping Funds Program.

### **SECTION FIVE**

To the extent permitted by Florida Law, GRANTEE agrees to indemnify and hold harmless the COUNTY from any claims made against the COUNTY arising directly, or indirectly, from the use of the area as described above, or from the work in progress during implementation of the project.

### **SECTION SIX**

GRANTEE shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work or maintenance of such work. The GRANTEE agrees to repair, restore or rebuild any damages they cause to any property of the COUNTY. GRANTEE shall also assume all blame or loss because of neglect or violation of any state or federal law or municipal rule, regulation or order. The GRANTEE shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. GRANTEE shall repair any damage that may occur to any adjoining building, structure, utility or private property in the course of this work.

### **SECTION 7**

Nothing within this Agreement shall be construed as creating an employee/employer relationship between GRANTEE and COUNTY, or either entities' employers, officers, agents, consultants, etc.

### **SECTION 8**

The GRANTEE does hereby covenant and agree that in the application of Landscaping Grant Funds no person on the grounds of race, color, natural origin, disability, or sex shall be excluded from participation in, denied benefits of, or otherwise be subject to discrimination.

**IN WITNESS TO THIS AGREEMENT**, the undersigned parties have executed this Agreement, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

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

APPROVED AS TO FORM:

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

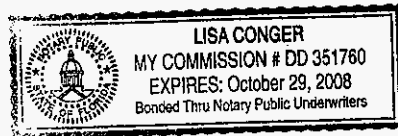
GRANTEE:

By: Ada L. Shissler  
Ada L. Shissler, President  
Sanibel Beautification, Inc.

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing agreement was acknowledged before this 29 day of Sept, 2006, by Ada L. Shissler, as GRANTEE. She is personally known to me or has produced \_\_\_\_\_ as identification.

Lisa Conger  
Notary Public, State of Florida at Large



Lisa Conger  
Name of Notary Printed, Stamped or Typed

## ATTACHMENT "A"

Project approval is subject to the terms and conditions of the Landscaping Funds Program Administrative Code 11-08, and the following additional provisions, made a part of this agreement.

1. Boulders shall not be placed within the right-of-way.
2. All County funds and all Sanibel Beautification, Inc. funds used towards matching fund credits for this grant project must be used towards project components that will be placed solely within Lee County right-of-way of along Periwinkle Way.
3. The projects installation time frame must coincide with the annual rainy season and optimize its benefit. Sanibel Beautification, Inc. will work diligently to assure that the City of Sanibel Public Works Department implements supplemental waterings to all plant material as may be needed in absence of adequate rainfall and to sustain plants livelihood.
4. The actual placement of project components will be subject to review and approval by Lee County Department of Transportation (DOT). All plantings must be consistent with LeeScape, and adhere to traffic safety requirements. In addition, items such as clear zone and limits-of-clear-sight will be as determined by Lee County Traffic Division.
5. The applicant/contractor shall be responsible for contacting any affected utility with underground facilities to avoid impacts or conflicts with existing utilities. Plant material should also be placed in a manner that will interfere with over-head utilities.
6. A Lee County Department of Transportation Right-of-Way Construction permit must be obtained prior to beginning project implementation.
7. In the absence of detailed planting plans, the placement of all components associated with this grant project will be subject to approval in the field by DOT personnel.

**Behrens, Karleen A.**

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**From:** Moore, Patrick A.  
**Sent:** Thursday, October 12, 2006 7:59 AM  
**To:** Paul W. Wingard  
**Cc:** Clay Simmons; Karleen A. Behrens  
**Subject:** FW: Draft Blue Sheet - Sanibel Beautification, Inc.  
**Attachments:** Draft Blue Sheet 10-3-06.doc

Hi Karleen and Paul,

Attached is a draft blue sheet for the grant agreement with Sanibel on Periwinkle Way.

Karleen, please prepare the blue sheet too begin the process for distribution and approval.

Paul, I'll put the partially executed agreements in your in-box, for pickup and delivery to Karleen.

Best regards,

PATRICK A. MOORE, RLA, ASLA, CLARB, ISA  
STAFF ENGINEER/LANDSCAPE ARCHITECT, CERTIFIED ARBORIST  
LEE COUNTY DEPARTMENT OF TRANSPORTATION  
5560 ZIP DRIVE  
FT. MYERS, FLORIDA 33905  
[MOOREPA@LEEGOV.COM](mailto:MOOREPA@LEEGOV.COM)  
PHONE: (239) 694-3334  
FAX: (239) 694-3332

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**From:** Simmons, Clay  
**Sent:** Wednesday, October 11, 2006 2:26 PM  
**To:** Moore, Patrick A.  
**Subject:** RE: Draft Blue Sheet - Sanibel Beautification, Inc.

Looks good to me.

William "Clay" Simmons, P.E.  
Engineering Manager  
Lee County DOT/Operations Division  
[wsimmons@leegov.com](mailto:wsimmons@leegov.com)  
Phone: (239) 694-3334  
FAX: (239) 694-3332

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**From:** Moore, Patrick A.  
**Sent:** Wednesday, October 04, 2006 2:57 PM  
**To:** Clay Simmons  
**Subject:** Draft Blue Sheet - Sanibel Beautification, Inc.

Hi Clay,

Attached for your review and comments is a draft blue sheet for the Periwinkle Way grant request. Please review this draft document and let me know if you'd like any changes made before sending it on to Karleen for processing.

10/12/2006

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