

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20040881

1. REQUESTED MOTION:

ACTION REQUESTED: Approve second amendment to the Interlocal Agreement between Lee County and the City of Fort Myers for the granting of funds for Edison Home Renovations. Authorize the Chairman's signature on the amended Interlocal Agreement. Approve budget amendment resolution and transfer in the amount of \$500,000 each, and amend the CIP accordingly. Transfer is from TDC Debt Fund Reserve.

WHY ACTION IS NECESSARY: The Board of County Commissioners' approval is required to amend the agreement with the City of Fort Myers for the granting of funds for the Edison Home Renovations. Board approval is required on budget amendment resolutions and transfers.

WHAT ACTION ACCOMPLISHES: Finalizes the amended Interlocal Agreement with the City of Fort Myers and allocates funds accordingly.

2. DEPARTMENTAL CATEGORY: 1

COMMISSION DISTRICT #: 2

AIA

3. MEETING DATE:

07-27-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER Agreement

6. REQUESTOR OF INFORMATION:

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

[Signature]

7. BACKGROUND:

On October 28, 2003, the Board of County Commissioners executed an Interlocal Agreement with the City of Fort Myers for grant funding of up to \$500,000 per year, for a total of \$1.5 million over a three (3) fiscal year period, for repairs and renovations to the historic Edison Estate.

On that date, the Board of County Commissioners requested the execution of an Addendum by the City which provides additional assurances that future estate revenues will not be used for any other unrelated City purpose. This request was accomplished with the execution of the first amendment to the Interlocal Agreement on January 6, 2004.

- Continued on Page 2 -

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>[Signature]</i> 7-5-04	<i>[Signature]</i>			<i>[Signature]</i> 7/12/04	<i>[Signature]</i>	<i>[Signature]</i> 7/14/04	<i>[Signature]</i> 7/13/04	<i>[Signature]</i> 7/13/04	<i>[Signature]</i> 7-14-04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 7/14/04
Time: 4:35 PM
Forwarded To: *[Signature]*

RECEIVED BY
COUNTY ADMIN: *[Signature]*
7/12/04
7:35 pm 567
COUNTY ADMIN
FORWARDED TO: *[Signature]*
7/14/04

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Page No.: 2

Subject: Edison Estates Second Amendment to ILA

The second amendment will allow the City to (1) receive up to \$1,000,000 during the current fiscal year (FY 2003-04) and the remaining \$500,000 during fiscal year 2004-05, and (2) request reimbursement for authorized work that was incurred prior to the effective date of the Interlocal Agreement. This amendment will allow the City of Fort Myers to take full advantage of matching grant funds being made available from other sources.

Funds will be made available in 20872030100.508150, Capital Projects, Edison Home Renovations, Capitals Improvement Funds, Grants and Aides to Local Governments.

On June 7, 2004, the City of Fort Myers approved the attached Second Amendment to the Interlocal Agreement. In order to finalize the Second Amendment to the Interlocal Agreement, it is necessary for the Board to approve the amendment.

Attachment: Amended Interlocal Agreement (4 originals)
Budget Amendment Resolution
Request for Transfer of Funds

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Tourist Dev Ref S94 Reserves DATE: 7-7-04 BATCH NO.: _____

FISCAL YEAR: 03-04 FUND NO.: 22650 DOC. TYPE: YB LEDGER TYPE: BA

TO: Non-Departmental Transfers
 (Division Name) (Program Name)

NOTE: Please list the account number below in the following order:
 Business Unit (dept/div, program, fund, subfund); Object Account; Subsidiary; Subledger
 (Example: BB 5120100100.503450)

<u>Account Number</u>	<u>Object Name</u>	<u>DEBIT</u>
GC5810122650.509110.T30100	Transfer to 30100	\$ 500,000

TOTAL TO: \$ 500,000

FROM: Non-Departmental Reserves
 (Division Name) (Program Name)

<u>Account Number</u>	<u>Object Name</u>	<u>CREDIT</u>
GC5890122650.509921	Reserve for Future Debt	\$ 500,000

TOTAL FROM: \$ 500,000

EXPLANATION: Provides funds for the Edison Home Renovations project in FY 03-04 instead of FY 05-06.

 DIVISION DIRECTOR SIGNATURE/DATE

 DEPARTMENT HEAD SIGNATURE/DATE

DBO: APPROVAL DENIAL

7/7/04
 OPS. ANALYST SIGNATURE DATE

OPS. MGR.: APPROVAL DENIAL

7/14/04
 OPS. MGR. SIGNATURE DATE

CO. MGR.: APPROVAL DENIAL

 CO. MANAGER SIGNATURE DATE

BCC APPROVAL DATE: _____

 BCC CHAIRMAN SIGNATURE

BA. NO. _____ AUTH CODE _____ TRANS DATE _____

RESOLUTION

Amending the Budget of Capital Improvements-Fund 30100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2003-2004.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvements-Fund 30100 budget for \$500,000 of the unanticipated revenue from TDC Surplus Debt and an appropriation of a like amount for construction costs and;

WHEREAS, the Capital Improvements-Fund 30100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$88,057,641
Additions		
GC5810130100.381000.922650	Transfer from Fund 22650	500,000
Amended Total Estimated Revenues		\$88,557,641

APPROPRIATIONS		
Prior Total:		\$88,057,641
Additions		
20872030100.508150	Grants and Aids to Local Governments	500,000
Amended Total Appropriations		\$88,557,641

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Capital Improvements-Fund 30100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2004.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
LEE COUNTY AND THE CITY OF FORT MYERS FOR THE GRANTING
OF FUNDS FOR EDISON HOME RENOVATIONS**

THIS AMENDMENT to the Interlocal Agreement is made and entered into this _____ day of _____, 2004, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the CITY OF FORT MYERS, a municipal corporation of the State of Florida, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the County, pursuant to Section §161.25, Florida Statutes, has the authority to enter into agreements for the contracting of certain shared powers, obligations and duties; and

WHEREAS, the Parties previously entered into an Interlocal Agreement for the restoration of the Edison/Ford Estates on October 28, 2003; and

WHEREAS, Sections FIVE and SEVEN of the Agreement required the County to pay the City up to \$500,000.00 per fiscal year for three (3) fiscal years; and

WHEREAS, the Parties now desire to amend the Interlocal Agreement to change the County's fiscal year funding obligations from \$500,000.00 per fiscal year for three (3) fiscal years to two (2) years with \$1,000,000.00 for year 03-04 and \$500,000.00 for year 04-05;

NOW, THEREFORE, in consideration of the foregoing, and of mutual covenants and conditions hereinafter set forth, the City and the County, intending to be legally bound, hereby agree to this Second Amendment, as follows:

1. The recitals as set forth above are incorporated into the terms of the original agreement.
2. **SECTION FIVE: COUNTY PAYMENTS** - [New language reflected by underlining]

The County will pay to the City on a reimbursable basis, a total amount not to exceed \$1.5 million during the term of this agreement as needed by the

City in order for the City to pay for identified capital improvements to complete the Project. The County's obligation hereunder, subject to Section Seven hereof, shall be to pay City in the following manner:

FY 03-04 - Up to \$1,000,000.00 available on or about November 1, 2004
(see Section Seven).

FY 04-05 - Up to \$500,000.00 available on or about November 1, 2005
(see Section Seven).

The County's obligation shall not exceed the amounts specified above. If, however, pursuant to "Exhibit B" hereof, the City does not request the total expenditure listed above in any one (1) fiscal year and the City is still proceeding to timely complete the Project, the County will carry-over any such unexpended portion of that fiscal year allocation to the next fiscal year.

Once the County's total obligation of not exceeding \$1.5 million has been reached, the County's funding obligations pursuant to this agreement will be concluded and the City will not request any additional County funds from the County to improve and/or operate the Project and related facilities. This agreement in no way binds County to provide future funding for the Project, except as specifically authorized, budgeted, and appropriated pursuant to the provisions herein. Likewise, once the Project is satisfactorily completed and all required payments made to the City contractor(s) for the Project, and County has made its match reimbursement payments hereunder up to that date, County will not be responsible for any further payments hereunder, even if County grant funds are available.

The County's payment process will be as set forth in "Exhibit B" hereto and will entail the County's paying the City on a documented request basis from the City for reimbursement of paid monies for authorized work by City on the Project. The City may request reimbursement for authorized work which was incurred prior to the effective date of this agreement.

The County funds will be used by the City to pay solely for necessary Project capital

improvements and restorations. By way of example only, the County will not be asked to, nor will City use, said County funds for such costs as construction planning, architectural/engineering work and/or feasibility studies, and related matters.

The County's \$1,000,000.00 03-04 fiscal year payment is a match to the City's spending of at least \$1,000,000.00 during 03-04 on the Project's capital improvement needs from City revenues not related to Edison Estates Project revenues. The County's \$500,000.00 04-05 fiscal year payment is a match to the City's spending of at least \$500,000.00 during 04-05 on the Project's capital improvement needs from City revenues not related to Edison Estates Project revenues.

3. **SECTION SEVEN: COUNTY BUDGETING -
COUNTY CONDITION ON PAYMENT OBLIGATIONS**

Per Section Five hereof, the County's intent to provide funding to the City for the Project, from the County's tourist tax development fund, involves County funding in future fiscal years. Accordingly, all other terms, provisions, and obligations of this agreement notwithstanding, the County reserves the sole right and discretion in any future fiscal years not to budget and appropriate any stated amount for that fiscal year. The County's obligations hereunder to pay to the City up to \$1,000,000.00 of County funds in Fiscal Year 03-04 and \$500,000.00 Fiscal Year 04-05 is thus expressly subject to and conditioned upon the County specifically budgeting and appropriating said County funds for the Project, from the County's tourist tax development fund, through each fiscal year requiring budget appropriation and public hearing process. While the County agrees it will proceed to consider said City funding in future years budget and hearing process, the County is under no obligation, legal or otherwise, to so budget and appropriate County funds for the Project in future fiscal years. Should the County for any reason determine not to so budget and appropriate any County fund amounts for City's Project, City agrees that such County action will not constitute a breach of any provision of this agreement and that City will have no legal recourse or claims thereto.

4. All other terms of the Interlocal Agreement remain the same.

5. This Amended Interlocal Agreement shall become effective on the date written above. This Agreement, and any subsequent Amendments thereto, shall be filed with the Clerk of the Circuit Court for Lee County.

IN WITNESS WHEREOF, the parties hereto have caused these presence to be executed by their duly authorized officers and their official seals hereto affixed, on the day and year as first written above.

ATTEST:

By: Marie Adams
City Clerk Marie Adams, CMC

CITY OF FORT MYERS

By: Jim Humphrey
Mayor Jim Humphrey

APPROVED AS TO LEGAL FORM:

By: Grant W. Alley
City Attorney Grant W. Alley

ATTEST:

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

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

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

By: _____
Lee County Attorney's Office