

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

Blue Sheet No. 20041513

1. REQUESTED MOTION:

ACTION REQUESTED: Approve an Interlocal Agreement with Charlotte County to provide the Boca Grande Community Planning Association Inc. additional public financial support in the development of the Boca Grande Community Plan. Approve Budget Amendment Resolution for unanticipated revenue of \$20,000.00.

WHY ACTION IS NECESSARY: To allow Lee County to administer an additional \$20,000.00 pass through funds that will be provided by Charlotte County for the Boca Grande Community Plan. Board approval is required for Budget Amendment Resolutions.

WHAT ACTION ACCOMPLISHES: Sets forth terms for Lee County to receive pass through funding from Charlotte County for the development of the Boca Grande Community Plan.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 1

A4A

3. MEETING DATE:

12-21-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER
- Interlocal Agreement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Community Development
- C. DIVISION Planning
- BY: Paul O'Connor, AICP, Director
POC 12/03/04

7. BACKGROUND: The estimated cost of the Boca Grande Community Plan is \$70,000.00. The Board of County Commissioners authorized the payment of \$25,000.00 of Community Sector Planning funds to provide seed money for the planning effort. The Gasparilla Island Conservation and Improvement Association matched that amount with a grant of its own. The Charlotte County Board of County Commissioners approved funding the remaining \$20,000.00 to support the development of the Boca Grande Community Plan.

The Charlotte County Board of County Commissioners has requested that Lee County accept their \$20,000.00 and disburse it to the Boca Grande Community Planning Association. Lee County planning staff will administer the payment of Charlotte County's funds.

The attached interlocal agreement will allow for the transfer of \$20,000.00 from Charlotte County to Lee County to pay for the remainder of the \$70,000.00 Boca Grande Community Plan budget. Funds will be deposited into account: LB5150715500.369900.9001. (Community Development/Planning/Unincorporated MSTU/Miscell. Revenue). Funds will be expensed through: LB5150715500.508309 (Community Development/Planning/Unincorporated MSTU/Other Grants & Aids).

Attachments:

- 1) Charlotte/Lee County Interlocal Agreement
- 2) Budget Amendment Resolution

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
<i>Mang...</i>	NA	NA	NA	<i>DMC 12/16/04</i>	<i>10:00 12/17/04</i>	<i>Risk 12/17/04</i>	<i>12/16/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 12/16/04
 Time: 10:10
 Forwarded To:
 12/17/04 8:05

RECEIVED BY
 COUNTY ADMIN: *PR*
 12/17/04
 9:05 am 501
 COUNTY ADMIN
 FORWARDED TO: *PL*
 12/18/04
 10 am

RESOLUTION

Amending the Budget of the Unincorporated Area MSTU, Fund #15500 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2004-2005.

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 Unincorporated Area MSTU, Fund #15500 budget for \$20,000. of the unanticipated revenue from the Charlotte County Board of County Commissioners, and an appropriation of a like amount for expenses related to the development of the Boca Grande Community Plan and;

WHEREAS, the Unincorporated Area MSTU, Fund #15500 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES	
Prior Total:	\$99,222,875
Additions	
LB5150715500.369900.9001	Miscellaneous Revenues-DCD/Planning \$20,000
Amended Total Estimated Revenues	\$99,242,875

APPROPRIATIONS	
Prior Total:	\$99,222,875
Additions	
LB5150715500.508309	Other Grants & Aids \$20,000
Amended Total Appropriations	\$99,242,875

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Unincorporated Area MSTU, Fund #15500 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



2004-472

County of Charlotte

Office of the County Attorney
18500 Murdock Circle
Port Charlotte, Florida 33948-1094
Phone: (941) 743-1330 Fax: (941) 743-1550

October 19, 2004

Donna Marie Collins, Esq.
Assistant County Attorney
2115 Second Street, 6th Floor
Fort Myers, Florida 33901

Re: Charlotte/Lee Interlocal re: Boca Grande Community Plan

Dear Ms. Collins:

Enclosed are two originals of the Interlocal Agreement between Charlotte County and Lee County for Transfer of Funds for Completion of Joint Lee/Charlotte Boca Grande Community Plan. Please have both signed and return one to us.

Thanks for your time and efforts in this matter.

Very truly yours,

Thomas Rapp
Assistant County Attorney

W/attachment

p:\wpdata\tom\interlocal.gasp.ltr2LeeCo.101904.doc
LR#01-375

2004 OCT 21 PM 1:01
RECEIVED BY
LEE CO. ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN CHARLOTTE COUNTY AND LEE COUNTY
FOR TRANSFER OF FUNDS FOR COMPLETION OF
JOINT LEE/CHARLOTTE COUNTY BOCA GRANDE COMMUNITY PLAN**

This Agreement is made and entered into by and between Charlotte County, a political subdivision of the State of Florida, and Lee County, a political subdivision of the State of Florida, this _____ day of _____, 2004.

WITNESSETH:

WHEREAS, in December 2003, the Boca Grande Community Planning Association ("BGCPA") was formed, to undertake a comprehensive review of the goals, objectives and policies of the Lee and Charlotte County Comprehensive Plans as they relate to the Gasparilla Island planning area; and

WHEREAS, the BGCPA received a grant of Twenty-Five Thousand Dollars (\$25,000) from the Gasparilla Island Conservation and Improvement Association ("GICIA") in January 2004, and an equivalent amount from Lee County in April 2004 to undertake a community planning effort for Gasparilla Island and surrounding areas; and

WHEREAS, the Planning Association created a nine member Community Planning Panel to prepare the Community Plan, which has held public meetings to address issues regarding community facilities, intergovernmental coordination, conservation, recreation and open space, historic preservation, economic development, transportation and land use;

WHEREAS, the completion of this Boca Grande Community Plan is desired by, and in the best interest of both Charlotte and Lee Counties; and

WHEREAS, A further Twenty Thousand Dollars (\$20,000) is necessary for the completion of the Boca Grande Community Plan; and

WHEREAS, Charlotte County and Lee County (hereinafter the "parties") desire to enter into an agreement (hereinafter the "Interlocal Agreement") to complete the Boca Grande Community Plan; and

WHEREAS, Chapter 163, Florida Statutes, permits governmental units to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

NOW THEREFORE, in consideration of the mutual terms, conditions and promises hereafter set forth, the parties agree as follows:

1. This Interlocal Agreement is entered into between Charlotte County and Lee County pursuant to Chapters 125 and 163, Florida Statutes.
2. Charlotte County will transfer to Lee County for use by the Boca Grande Community Planning Association, the amount of Twenty Thousand Dollars (\$20,000) to be used for the completion of the Boca Grande Community Plan.
3. The term of this Interlocal Agreement shall begin on the day it is filed with the Clerk of the Board of County Commissioners for the county which is the last to execute and approve this Interlocal Agreement and shall continue until completion of the Boca Grande Community Plan.
4. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
5. This interlocal agreement shall be executed in duplicate. Each duplicate of this agreement shall be considered an original.
6. This agreement is solely for the benefit of the parties to this interlocal agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.
7. This agreement shall be binding on the parties, their representatives, successors and assigns. Neither party shall assign this agreement or the rights or obligation hereof to any other person or entity without the prior written consent of the other party.
8. Each party hereto agrees that, as a political subdivisions defined in Section 768.28, Florida Statutes, it will agree to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts of its employees, contractors, agents, servants or volunteers. Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law.
9. This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document.
10. In the event any provision of this Interlocal Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

11. This Interlocal Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Interlocal Agreement, the venue for such litigation shall be in Charlotte County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: Matthew D. DeBoer
Matthew D. DeBoer, Chairman

ATTEST:

Barbara T. Scott, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: Barbara T. Scott
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Brendan Bradley
Brendan Bradley, Interim County
Attorney

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY

By: _____
_____, Chairman

Date:

ATTEST:

By: _____
_____, Clerk of the Court

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
_____, County Attorney