

DATE CRITICAL

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20051098

1. **ACTION REQUESTED/PURPOSE:** 1) Execute a grant award agreement for \$5,627 for the historic rehabilitation of the Wightman House 2) Authorize the transfer of up to \$10,973 to the Department of Human Services for historic rehabilitation of the Bair House 3) Authorize the extension from September 1, 2005, to September 1, 2006 for contract C-2788 between Sergio Alfaro, Kara- Sebbert- Alfaro, and Lee County for the rehabilitation of the Peace House.

2. **WHAT ACTION ACCOMPLISHES:** Allows the county to enter into agreements with the grant recipients who will use funds to rehabilitate historic structures.

3. **MANAGEMENT RECOMMENDATION:** Execute the grant award agreements, authorize the transfer of funds and extend grant award deadline.

4. Departmental Category: 4

C4A

5. Meeting Date: 08-16-2005

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner: N/A
 Department: Community Development
 Division: Planning

By: Paul O' Connor, AICP, Planning
 POC Director 8/4/05

9. Background:

Request to provide Historic Preservation Grant funds the Wightman Historic Rehabilitation and Bair Historic Rehabilitation- Applications for the Lee County Historic Preservation Grant Assistance Program were solicited through public outreach. Planning Division staff reviewed the applications and made recommendations to the Lee County Historic Preservation Board. Grant award criteria included: percentage of total project cost to funds provided by the grant and by other sources; whether an applicant had a financial hardship; age and historical significance of the property; condition of the property and urgency of the proposed tasks to be performed; adequacy of project planning and plans for future preservation. The amount of funds previously awarded in fiscal year 2004/2005 under the Lee County Historic Preservation Grant Assistance Program is \$40,800.

An additional \$16,600 is now available because one of last year's grant recipients was able to complete their project without tapping into the Historic Preservation Grant dollars and cancelled their contract (Sears-Matlacha). On July 21, 2005, the Historic Preservation Board recommended that the \$16,600 be reallocated to assist in the rehabilitation of the following: Wightman Historic Rehabilitation- \$5,627 and Bair Historic Rehabilitation - \$10,973 (Since the Bair House is owned by a low-income household, this rehabilitation is being conducted by the Lee County Department of Human Services. A transfer of up to \$10,973 will finance the preservation of the building's historic character).

Request to extend the contract deadline for the Peace House Historic Rehabilitation- The contract C-2788 was approved April 13, 2004, under Bluesheet No. 20040354. The grant recipients incurred additional property damage and considerable project setbacks as a result of Hurricane Charley and request a deadline extension from September 1, 2005, to September 1, 2006.

Funds are available in account #LB5150715500.508309.06
 Department/Division #LB, Community Development/Planning
 Program #51507 - Planning
 Fund # 15500 Unincorporated Area MSTU
 Object Code #508309 Other Grants and Aids
 Subsidiary .06 Historic Preservation

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. | |
| Mon Giblin | NA | NA | NA | | | MF 8/4/05 | | | |

RECEIVED BY COUNTY ADMIN. 8/4/05
 COUNTY ADMIN FORWARDED TO: 8/4/05

REC'D. by CO. ATTY. 8/4/05
 CO. ATTY. FORWARDED TO: 8/4/05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

**Agreement Between the Board of County Commissioners,
Lee County, Florida
and
James Green**

This Agreement is made this 16th day of August 2005, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **James Green** (known as the "Grantee"), of P.O. Box 218, Alva, FL 33920.

This Agreement will govern certain historic preservation activities of the Grantee to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, August 16, 2005, and will continue in full force and effect to, and including, September 1, 2006.

B. The Grantor agrees to allocate the Grantee the maximum sum of five thousand six hundred twenty seven dollars (\$5,627.00) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Grantee may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Grantee, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Grantee will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Grantee's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Grantee. The Grantee will not be liable to nor indemnify the Grantor for any portions of damages arising out of any error, omission, and/or negligence of the Grantor, its employees, agents, or representatives or third parties.

H. To return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance. Days will commence on the date Grantee was notified by certified mail of the repayment.

I. Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Grantee must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

By: _____
James Green
Social Security #:

Witness Signature
Name _____
Address _____
City/State/Zip _____

Witness Signature
Name _____
Address _____
City/State/Zip _____

Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for the Wightman House at 18661 Palm Beach Blvd. Alva, FL 33920 (STRAP: 30-43-27-00-00004.0090):

Cost associated with the rehabilitation or replacement of the roof, siding, and walls.

2. The amount of funds awarded under this grant is five thousand six hundred twenty-seven dollars (\$5,627.00). The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Grantee, upon receipt and verification of the Grantee's request and documentation for the project costs pursuant to and as defined in Subsection 1.a. of Exhibit "A" up to a maximum payment of \$5,627.00 or the amount of actual cash expended by the Grantee for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Subsection 1.a. of Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered or replaced. Payment for project costs will be contingent upon execution and recording of a Mortgage and Mortgage Note, which grant a "Deferred Payment Plan."
4. The Grantor must review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and/or services relating to the project work described in Subsection 1.a. of Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Subsection 1.a. of Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

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CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

By: _____
James Green
Social Security #:

Witness Signature
Name _____
Address _____
City/State/Zip _____

Witness Signature
Name _____
Address _____
City/State/Zip _____

Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

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AMENDMENT TO THE
AGREEMENT BETWEEN THE
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
SERGIO ALFARO AND KARA SEBBERT-ALFARO

WITNESSETH:

WHEREAS, the referenced Parties to Contract No. C-2788 desire to amend the Contract pursuant to its Section I.A.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES STATED HEREIN, the referenced contract Section I.A. is amended as follows with new language underlined and amended language struck-through:

I. TERMS OF AGREEMENT

- A. This Agreement will commence on, April 13, 2004, and will continue in full force and effect to, and including, ~~September 1, 2005.~~ September 1, 2006.

The Parties hereby executed this Amendment on August 16, 2005.

CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY _____
DEPUTY CLERK

BY: _____
CHAIRMAN

Victoria Orestista
Witness (Signature)

BY: Sergio Alfaro
Sergio Alfaro

VICTORIA ORESTISTA
Witness (Name, Address)
14840 OLD OLEA RD
FT. MYERS, FL 33905

BY: Kara Sebbert-Alfaro
Kara Sebbert-Alfaro

[Signature]
Witness (Signature)

[Signature]
Witness (Name, Address)
17341 Dunbar Rd
Fort Myers, FL 39117

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

BY: _____
Lee County Attorney's Office

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AGREEMENT BETWEEN THE
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
SERGIO ALFARO AND KARA SEBBERT-ALFARO

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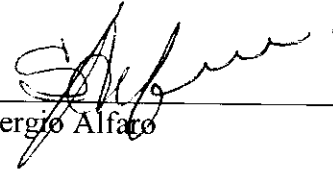
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY _____
DEPUTY CLERK

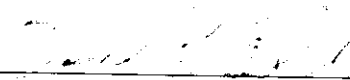
BY: _____
CHAIRMAN

Victoria Orrestieta
Witness (Signature)

BY: 
Sergio Alfaro

Victoria Orrestieta
Witness (Name, Address)
14540 OLD OLGAT RD
FT MYERS FL 33905

BY: 
Kara Sebbert-Alfaro


Witness (Signature)

Donald P. Elank
Witness (Name, Address)
1239 ...
...

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

BY: _____
Lee County Attorney's Office