

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

Blue Sheet No. 20051433

1. ACTION REQUESTED/PURPOSE:

Approve Funding Agreement Between Lee County and Florida Power and Light Company (FPL) for Daughtrey's Creek Maintenance and accept \$72,000 from FPL to fund creek restoration. Approve budget amendment in the amount of \$72,000 for unanticipated revenues for Neighborhood Improvement Program (Project No. 408514).

2. WHAT ACTION ACCOMPLISHES:

Provides funds for maintenance operations of a portion of Daughtrey's Creek.

3. MANAGEMENT RECOMMENDATION:

Staff recommends approval.

4. Departmental Category: 08 -

CBC

5. Meeting Date: 10-18-2005

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other **Funding Agreement**

8. Request Initiated:

Commissioner _____
 Department Public Works
 Division Natural Resources
 By: **Roland E. Ottolini, P.E.**

9. Background:

Florida Power and Light is funding maintenance operations along a portion of Daughtrey's Creek as offsite in-kind mitigation relating to wetland impacts associated with their Calusa-Charlotte, 230kV Transmission Line Phase II Project under Consent Order No. 04-0327-08 DF. Maintenance of flowways in Lee County enhances water quality and provides flood protection. Lee County, in conjunction with the South Florida Water Management District, has been cleaning and snagging local waterways since 1998. Funding from FPL will further our efforts towards enhancing flow capacity and water quality of natural streams.

Under the agreement, Lee County Natural Resources will provide project management. Funds will be disbursed no later than November 30, 2005 with work to be completed no later than May 31, 2006 utilizing established Lee County Contract policies and procedures.

Funds will be made available in 40851400100.503490.501 (Neighborhood Improvement Program – FPL Mitigation). Revenues will be deposited in 40851400100.369300.9025.

Attachment: Three (3) Original Funding Agreements.

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.	
<i>J. J. [Signature]</i>	<i>[Signature]</i>	N/A	<i>BAD 10/13</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
	N/A	N/A							

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 10-4-05
 4pm
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 10/4/05
 9am

Rec. by CoAtty
 Date: 10/4/05
 Time: 11:00 AM
 Forwarded to:
 Co. mgr.
 10-4-05

RESOLUTION

Amending the Budget of General Fund 00100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

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 General Fund 00100 budget for \$72,000 of the unanticipated revenue from the Florida Fish & Wildlife Conservation Comm. and an appropriation of a like amount for construction costs and;

WHEREAS, the General Fund 00100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$538,458,426
Additions		
40851400100.369300.9025	FPL Mitigation Payment	72,000
Amended Total Estimated Revenues		\$538,530,426

APPROPRIATIONS		
Prior Total:		\$538,458,426
Additions		
40851400100.503490.501	Other Contracted Services-FPL Mitigation	72,000
Amended Total Appropriations		\$538,530,426

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund 00100 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 _____, 2005.

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

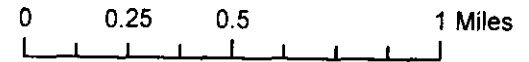
Exhibit A
 FP&L Funding Agreement
 Daughtrey's Creek
 2005

COLOR
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 FOR
 BOCC, ET.



Legend

- Roads
- creeks_streams_other
- ▶ Project extents



LEE COUNTY
 Natural Resources Division

**FUNDING AGREEMENT
BETWEEN LEE COUNTY AND FLORIDA POWER AND LIGHT COMPANY
FOR DAUGHTREY'S CREEK MAINTENANCE**

THIS AGREEMENT is entered into this _____ day of _____, 2005, between Lee County, a political subdivision of the State of Florida, by and through the Board of County Commissioners (hereinafter referred to as "County") with a mailing address of P.O. Box 398, Fort Myers, 33902, and Florida Power & Light Company, an electric utility company organized under the laws of Florida, whose business address is 700 Universe Boulevard, Juno Beach, Florida 33408, (hereinafter referred to as "FPL").

WITNESSETH:

WHEREAS, nuisance vegetation and debris which accumulated during Hurricane Charley and through the years block the flow of water in Daughtrey's Creek; and

WHEREAS, FPL agrees to provide funding in the amount of \$72,000.00 to the County to perform maintenance operations along 0.7 miles of Daughtrey's Creek to restore and preserve the integrity of the flow way ("Project"); and

WHEREAS, the drainage improvement effort is being funded by FPL as an offsite in-kind mitigation project to partially ameliorate wetland impacts associated with the Calusa-Charlotte, 230-kV Transmission Line Phase II Project; and

WHEREAS, the proposed mitigation will provide a significant improvement to the existing surface water drainage along the creek system which will result in both ecological and adjacent/downstream landowner benefits; and

WHEREAS, the County is willing to assist FPL in the restoration project by providing a contractor to conduct the Project; and

WHEREAS, the Lee County Board of County Commissioners finds that this Agreement and Project serves a public purpose.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Funding Agreement shall exist between them consisting of the following:

SECTION I SCOPE OF SERVICES

A. The County hereby agrees to complete the project known as "Daughtrey's Creek Drainage Improvement Project" and to observe the terms and conditions of the Consent Agreement entered into between the State of Florida Department of Environmental Protection and FPL by completing the 0.7 miles of snagging by no later than May 31, 2006. However, FPL agrees to hold the County harmless from any and all damages, claims, or liabilities which may arise by reason of FPL's failure to satisfy its obligations under the Consent Order.

B. **The PROJECT:** Daughtrey's Creek Drainage Improvement Project

The FUNDING AMOUNT: Seventy Two Thousand Dollars (\$72,000.00) due no later than November 30, 2005.

SECTION II RESPONSIBILITY OF THE PARTIES

A. FPL will disburse funds in the amount of Seventy Two Thousand Dollars (\$72,000.00) due no later than November 30, 2005 to the County to pay for the removing of nuisance vegetation, snags, and debris that block the flow in that 0.7 mile portion of the creek outlined in Exhibit "A" including trimming any branches and treating nuisance vegetation.

B. The County will use such funds for costs that are directly related to this Project and will ensure that such costs are properly documented for audit purposes.

C. The County will observe the procedures and time frames set forth in Attachment II to the Consent Order No. 04-0327-08 DF. Lee County Natural Resources Division will provide Project oversight. However, the County in no way assumes FPL's responsibility for compliance with the terms and conditions of the Consent Order.

D. The County will ensure that all subcontractors working on any project element hold all appropriate licenses and provide the appropriate indemnification and liability insurance for the work to be completed on the project.

SECTION III HOLD HARMLESS

The County will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

IN WITNESS WHEREOF the Parties have executed this Agreement by its duly authorized representatives as set forth below.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

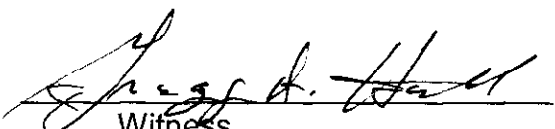
By: _____
Deputy Clerk

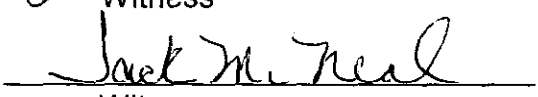
By: _____
Chairman

APPROVED AS TO FORM:


By: _____
County Attorney's Office

WITNESSES:



Witness


Witness

FLORIDA POWER & LIGHT COMPANY
By: 

Barbara Jandl
Director of Power
Systems Transmission Projects