

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

**Blue Sheet No. 20051556**

**1. ACTION REQUESTED/PURPOSE:** Approve and authorize Chairman to execute interlocal agreements between Lee County and the City of Bonita Springs, the City of Cape Coral, the Town of Fort Myers Beach, and the City of Sanibel for twelve (12) separate Lee County Tourist Development Council Beach & Shoreline CIP projects.

**2. WHAT ACTION ACCOMPLISHES:** Provides a mechanism to reimburse the municipalities with TDC beach and shoreline capital improvement program funds.

**3. MANAGEMENT RECOMMENDATION:** Recommend Approval.

**4. Departmental Category:** 1. CIA **5. Meeting Date:** 11-29-2005

<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b> Statute _____	<b>8. Request Initiated:</b> Commissioner _____ Department <u>RDC</u> VCB Division _____ By: <u>D.T. Minich, Director</u>
	Ordinance _____	
	Admin. Code _____	
	Other _____	

**9. Background:**

The Tourist Development Council recommended tourist tax funding for one (1) City of Bonita Springs, three (3) City of Cape Coral, one (1) Town of Fort Myers Beach, and seven (7) City of Sanibel projects. The Board of County Commissioners approved this funding with adoption of the FY 2005-06 /2009-10 Capital Improvement Program.

The attached interlocal agreements authorize the municipalities to perform the specified work and County staff to reimburse the municipalities for expenses incurred. The projects are as follows:

1656.... Sanibel Facility/Beach Maintenance.....	\$440,000.00
1704.... Cape Coral Yacht Club Park Beach Renourishment.....	\$ 15,000.00
1743.... Cape Coral Yacht Club Park Beach Maintenance.....	\$ 26,000.00
1747.... Sanibel Beach Erosion Monitoring.....	\$ 35,000.00
1810.... Cape Coral Four Mile Cover Ecological Park Maintenance.....	\$ 25,000.00
1895.... Town of Fort Myers Beach Operation Beach Maintenance.....	\$140,000.00
1897.... Sanibel Dune Walkover Replacement.....	\$ 60,000.00
1898.... Sanibel Water Quality Monitoring.....	\$ 20,000.00
2061.... Bonita Springs – Imperial River Canoe/Kayak Launch.....	\$ 75,000.00
2062.... Sanibel Causeway Beach Park Shoreline Improvements.....	\$ 90,000.00
2063.... Sanibel Family Restroom at Bowman's Beach Park.....	\$110,000.00
2064.... Sanibel Turner Beach Restroom Improvements.....	\$ 40,000.00

Funds are available in account number 40xxxx30101.508150, where xxxx is the above project number, Capital Projects, Capital Improvement Fund, Tourist Tax, Grants and Aids to Local Governments.

Attachments: Three (3) original agreements for each of the twelve (12) projects.

**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>[Signature]</i>	<i>[Signature]</i>	NIA		<i>[Signature]</i>					<i>[Signature]</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
11-10-05  
5:52  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
11-17-05  
3pm

Rec. by CoAtty  
Date: 11/10/05  
Time: 11:36 Am  
Forwarded To:  
Admin 11/10/05

~~04/05-169~~  
05/06-001

**AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING**

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the City of Sanibel, a municipality incorporated in the State of Florida, hereinafter referred to as "RECIPIENT", for funding provided by Lee County pursuant to its Tourist Development Plan.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 01-16, Lee County collects tourist development tax; and

**WHEREAS, COUNTY** and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** has approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Sanibel Facility/Beach Maintenance

NUMBER: 401656

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$440,000.00 during the **COUNTY'S** fiscal year 2006.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: N/A
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN


APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

ATTEST:  
CITY CLERK

CITY OF SANIBEL, FLORIDA

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

APPROVED AS TO FORM

BY:  \_\_\_\_\_  
CITY ATTORNEY'S OFFICE

**AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING**

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the City of Cape Coral, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 01-16, Lee County collects tourist development tax; and

**WHEREAS, COUNTY** and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Yacht Club Community Park Beach Renourishment

NUMBER: 401704

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$15,000.00 during the **COUNTY'S** fiscal year 2006.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or his designee.
3. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: None  

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4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.

6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.
7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.



11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

ATTEST:  
CITY CLERK

CITY OF CAPE CORAL, FLORIDA

BY: *Tuzman Ghadul*  
*Acting*

BY: *James Stewart*

APPROVED AS TO FORM

BY: *William Bustroy Jr*  
CITY ATTORNEY'S OFFICE  
*Poleros Menendez*

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**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 01-16, Lee County collects tourist development tax; and

**WHEREAS, COUNTY** and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Yacht Club Community Park Beach Maintenance

NUMBER: 401743

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$26,000.00 during the **COUNTY'S** fiscal year 2006.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or his designee.
3. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: None  

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4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.

6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.
7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.

11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

ATTEST:  
CITY CLERK

CITY OF CAPE CORAL, FLORIDA

BY: *Marguerite Gladue*  
*Acting*

BY: *Terence Stewart*

APPROVED AS TO FORM

BY: *William Burtson for*  
CITY ATTORNEY'S OFFICE  
*Dolores Menendez*

~~04/05-103~~  
05/04 - 002

**AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING**

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**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 01-16, Lee County collects tourist development tax; and

**WHEREAS, COUNTY** and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Sanibel Beach Erosion Monitoring

NUMBER: 401747

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$35,000.00 during the **COUNTY'S** fiscal year 2006.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: N/A
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9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
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ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

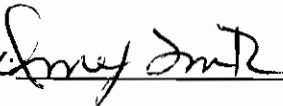
BY: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

ATTEST:  
CITY CLERK

CITY OF SANIBEL, FLORIDA

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

APPROVED AS TO FORM

BY:  \_\_\_\_\_  
CITY ATTORNEY'S OFFICE

**AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING**

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**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 01-16, Lee County collects tourist development tax; and

**WHEREAS, COUNTY** and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Four Mile Cove Ecological Preserve - Maintenance

NUMBER: 401810

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**



6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.
7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
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**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

ATTEST:  
CITY CLERK

CITY OF CAPE CORAL, FLORIDA

BY: *Tranica Gladish*  
*clerk*

BY: *Tranica Gladish*

APPROVED AS TO FORM

BY: *William Burtrey for*  
CITY ATTORNEY'S OFFICE  
*Dolores Menendez*

**AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING**

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the Town of Fort Myers Beach, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 01-16, Lee County collects tourist development tax; and

**WHEREAS, COUNTY** and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Town of Fort Myers Beach Operation Beach Maintenance

NUMBER: 401895

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$140,000.00 during the **COUNTY'S** fiscal year 2006.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or his designee.
3. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: N/A
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

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ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

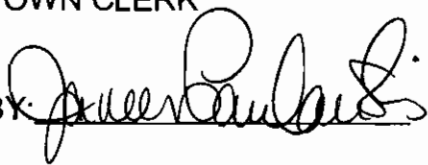
BY: \_\_\_\_\_  
CHAIRMAN

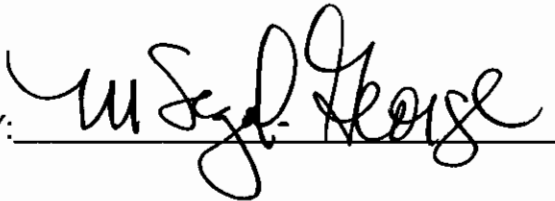
APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

ATTEST:  
TOWN CLERK

TOWN OF FORT MYERS BEACH, FLORIDA

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

APPROVED AS TO FORM

BY:  \_\_\_\_\_  
TOWN ATTORNEY

~~04/05/16/4~~  
05/06-003

**AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING**

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the City of Sanibel, a municipality incorporated in the State of Florida, hereinafter referred to as "RECIPIENT", for funding provided by Lee County pursuant to its Tourist Development Plan.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 01-16, Lee County collects tourist development tax; and

**WHEREAS, COUNTY** and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** has approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Sanibel Dune Walkover Replacement

NUMBER: 401897

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$60,000.00 during the **COUNTY'S** fiscal year 2006.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
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5. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

ATTEST:  
CITY CLERK

CITY OF SANIBEL, FLORIDA

BY: *[Signature]*

BY: *[Signature]*

APPROVED AS TO FORM

BY: *[Signature]*  
CITY ATTORNEY'S OFFICE

~~04/05/165~~  
05/06 - 007

**AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING**

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the City of Sanibel, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 01-16, Lee County collects tourist development tax; and

**WHEREAS, COUNTY** and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Sanibel Water Quality Monitoring

NUMBER: 401898

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$20,000.00 during the **COUNTY'S** fiscal year 2006.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: N/A
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.



**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

ATTEST:  
CITY CLERK

CITY OF SANIBEL, FLORIDA

BY: *[Signature]*

BY: *[Signature]*

APPROVED AS TO FORM

BY: *[Signature]*  
CITY ATTORNEY'S OFFICE

**AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING**

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**" and the City of Bonita Springs, a municipality incorporated in the State of Florida, hereinafter referred to as "**RECIPIENT**", for funding provided by Lee County pursuant to its Tourist Development Plan.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 96-16, Lee County collects tourist development tax; and

**WHEREAS, COUNTY** and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** has approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Bonita Springs — Imperial River Canoe/Kayak Launch  
NUMBER: 402061

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$75,000.00 during the **COUNTY'S** fiscal year 2006.

2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: None.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

ATTEST:  
CITY CLERK

CITY OF BONITA SPRINGS, FLORIDA

BY: *Alanna J. Green*

BY: Mayor: *Jeff Chend*

APPROVED AS TO FORM

BY: *[Signature]*  
CITY ATTORNEY'S OFFICE

~~04/05/16 to~~  
05/06 - 006

**AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING**

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the City of Sanibel, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 01-16, Lee County collects tourist development tax; and

**WHEREAS, COUNTY** and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Sanibel Causeway Beach Park Shoreline Improvements

NUMBER: 402062

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$90,000.00 during the **COUNTY'S** fiscal year 2006.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: N/A
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.



**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

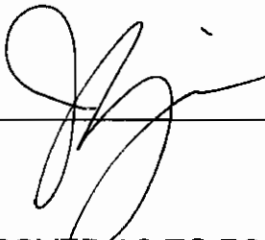
APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

ATTEST:  
CITY CLERK

CITY OF SANIBEL, FLORIDA

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

APPROVED AS TO FORM

BY:  \_\_\_\_\_  
CITY ATTORNEY'S OFFICE

~~04/05-167~~  
05/06-005

**AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING**

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the City of Sanibel, a municipality incorporated in the State of Florida, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 01-16, Lee County collects tourist development tax; and

**WHEREAS, COUNTY** and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** has approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Sanibel Family Restroom at Bowman’s Beach Park

NUMBER: 402063

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$110,000.00 during the **COUNTY'S** fiscal year 2006.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: N/A
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

ATTEST:  
CITY CLERK

CITY OF SANIBEL, FLORIDA

BY: *[Signature]*

BY: *[Signature]*

APPROVED AS TO FORM

BY: *[Signature]*  
CITY ATTORNEY'S OFFICE

05/06 - 004  
~~01/05 - 168~~

**AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING**

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the City of Sanibel, a municipality incorporated in the State of Florida, hereinafter referred to as "RECIPIENT", for funding provided by Lee County pursuant to its Tourist Development Plan.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 01-16, Lee County collects tourist development tax; and

**WHEREAS, COUNTY** and **RECIPIENT** acknowledges that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** has approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Sanibel Turner Beach Restroom Improvements

NUMBER: 402064

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for the amount not to exceed \$40,000.00 during the **COUNTY'S** fiscal year 2006.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT** complying with the following Special Conditions: N/A
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered revenue remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.

7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.
8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

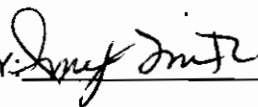
BY: \_\_\_\_\_  
CHAIRMAN


APPROVED AS TO FORM

BY: \_\_\_\_\_  
COUNTY ATTORNEY'S OFFICE

ATTEST:  
CITY CLERK

CITY OF SANIBEL, FLORIDA

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

APPROVED AS TO FORM

BY:  \_\_\_\_\_  
CITY ATTORNEY'S OFFICE