

WALKON

1. ACTION REQUESTED/PURPOSE: Request approval and execute *Funding and Reimbursement Agreement Between Good Wheels and Lee County, Florida* for the purpose of providing a temporary loan, not to exceed \$100,000, to Good Wheels. Temporary Loan is requested by Good Wheels to address a cash flow shortage until reimbursement is received from Florida Department of Transportation (FDOT), for services relating to the disabled and disadvantaged. Authorize transfer of General Fund Reserves to provide the loan funds to Good Wheels.

2. WHAT ACTION ACCOMPLISHES: Ensures no interruption of transportation services to the disabled and disadvantaged passengers.

3. MANAGEMENT RECOMMENDATION: Approve temporary loan.

4. Departmental Category: WO # 1 **5. Meeting Date:** 04-18-2006

6. Agenda: <input type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input checked="" type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input type="checkbox"/> Other	8. Request Initiated: Commissioner <u>Ray Judah</u> Department <u>County Manager</u> Division _____ By: <u>William Hammond, County Manager</u>
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9. Background:

Good Wheels financial condition regarding their payroll obligations was discussed at the April 11, 2006, Board of County Commissioners Meeting (BOCC) as a Commissioners' Item. Staff was directed to bring the item back to the next meeting of the BOCC.

Good Wheels is the Community Transportation Coordinator for Lee County providing certain transportation services to the disabled and disadvantaged clients. Good Wheels is paid by FDOT for a variety of federal and state funded programs. As a result of payment delays, Good Wheels has requested a temporary "bridge" loan to satisfy their current payroll obligations. Without this loan, such transportation services could be jeopardized. The expenses relating to this loan are to be properly documented. Payback to the County is due fourteen (14) days after Good Wheels' receipt of payment from FDOT. The temporary loan can not be extended beyond thirty (30) days from execution of this Agreement without Board approval.

ATTACHMENTS:

- (3) Original Funding and Reimbursement Agreements
- Letter dated April 14, 2006, from Good Wheels

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgt.	
				S. Brown 4/13/06	4/19/06	4/17/06	4/17/06	4/14/06	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

CO. ATTY.
FORWARDED TO:
Adm 4/19/06

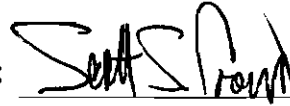
**MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY**

DATE: April 14, 2006

To: Shirley Carney

Administrative Support Supervisor
Public Resources

FROM:



Scott S. Covert
Assistant County Attorney

RE: **Request Walk-On for Board of County Commissioners April 18, 2006 Meeting
Blue Sheet No. 20060479**

Pursuant to Board of County Commissioners (BOCC) direction at the April 11, 2006 BOCC meeting, attached Blue Sheet No. 20060479, is requested to be a Walk-On for Tuesday, April 18, 2006.

Please distribute copies for all Board books.

Thank you.

Attachment

xc: Kim Kirton, Administrative Specialist, Public Resources

**FUNDING AND REIMBURSEMENT AGREEMENT
BETWEEN GOOD WHEELS
AND LEE COUNTY, FLORIDA**

THIS AGREEMENT is entered into this _____ day of _____, 2006, between **LEE COUNTY**, a political subdivision and charter county 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 **GOOD WHEELS, INC.**, a Florida not-for-profit Corporation established to provide transportation for the disabled and disadvantaged (hereinafter "Good Wheels") with a mailing address of 10075 Bavaria Road, Fort Myers, Florida 33913; collectively, "the Parties", hereto is .

WITNESSETH:

WHEREAS, Good Wheels is the Community Transportation Coordinator for Lee County providing needed transportation services for the disabled and disadvantaged; and

WHEREAS, Good Wheels is paid by the Florida Department of Transportation for a variety of federal and state funded programs providing transportation services to disabled and disadvantaged clients in Lee County; and

WHEREAS, the reimbursement period, from the time Good Wheels submits invoices for payment to the Florida Department of Transportation to the actual time payment is received, is causing a financial hardship upon Good Wheels; and

WHEREAS, Good Wheels is requesting a temporary loan from Lee County to satisfy their current financial obligations and to enable them to continue uninterrupted transportation services; and

WHEREAS, the Lee County Board of County Commissioners finds that this Agreement 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 and Reimbursement Agreement will exist between them consisting of the following:

SECTION I **RESPONSIBILITY OF THE PARTIES**

- A. County will disburse funds up to an amount not-to-exceed One Hundred Thousand Dollars (\$100,000.00) to Good Wheels.
- B. Good Wheels will use such funds for payroll expenses that are directly related to transportation services provided as the Community Transportation Coordinator. Good Wheels will ensure that such expenses are properly documented for reimbursement and audit purposes.
- C. Upon receipt of payment from the Florida Department of Transportation, or other appropriate state agency, Good Wheels will promptly repay the County any funds loaned by the County to Good Wheels.
- D. Repayment of all funds loaned by the County is due in full, within fourteen (14) days after receipt of payment from the Florida Department of Transportation.
- E. In no event will this loan extend beyond thirty (30) days from execution of this Agreement unless formally approved by the Lee County Board of County Commissioners.

SECTION II HOLD HARMLESS

Good Wheels will not be liable to, nor be required to indemnify the County for any portions of any damages arising out of any error, omission, and/or negligence of the County, its employees, agents, or representatives relating to this Agreement.

SECTION III RIGHT TO INSPECTION OF RECORDS (AUDIT)

The County, its various Departments and all parties entering into agreements with the County that involve public funds, are subject to audit by the Lee County Clerk of Court. As such, if public funds are expended by the County to Good Wheels, then Good Wheels is also subject to audit by the Clerk of the Court. Good Wheels intends to, and will use its best efforts to, comply with all local, state and federal laws, rules and regulations governing the payment of taxes, general accounting principles and charitable corporations. Good Wheels will comply with all reasonable requests made by the Clerk of Court to examine the Good Wheels books and records that are kept relative to this Agreement in order to verify the payment of taxes, or fees and compliance with the terms and obligations of this Agreement.

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: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

GOOD WHEELS, INC.

BY: Gary Bryant
Gary Bryant, President/CEO

Tanya Venhuizen
[1st Witness' Signature]

Tanya Venhuizen
[Type or Print Name]

Maria M. Encarnacion
[2nd Witness' Signature]

MARIA M. ENCARNACION
[Type or Print Name]

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 14th day of April, 2006, by Gary Bryant who produced the following as identification Florida Driver's License or is personally known to me, and who did/did not take an oath.

[stamp or seal]



Carolyn Diana Delgiacco
My Commission DD287373
Expires May 29, 2008

Carolyn Diana Delgiacco
[Signature of Notary]

CAROLYN DIANA DELGIACCO
[Typed or Printed Name]

Good Wheels

Transportation for the Disabled and Disadvantaged

10075 Bavaria Road, S. E. • Fort Myers, Florida 33913

April 14, 2006

Gary Bryant
President/CEO

Board of Directors

Glee Duff
Chairman of the Board

Joe Slee
Vice Chairman

Allan Katzman
Secretary

Karin Grant
Treasurer

Rosalee Berlin

Cathy Curtis

David Dilley

Gen. James L. Dozier

Ronald E. Lee, Sr.

Heather Mazurkiewicz

Jim Schneider

Brian Sloan

Lee County Government
P.O. Box 398
Fort Myers, FL 33902

To Whom It May Concern:

Thanks again for all your support.

Each month we receive 4 Lee County payments from the State of Florida. Those payments are for:

- a. First and second half of the month Medicaid (Medicaid contract), and
- b. First and second half of the month Transportation Disadvantaged Non-sponsored transportation (TD Grant).

There is a very bureaucratic process that the State follows that has to occur to get those funds, but the real problem lies in the irregular schedule on which those payments are made. We can receive payments anywhere from 10 - 60 days from the time of completion of any billing period. We have repeatedly asked the TD Commission to set up a regularly scheduled automatic payment by electronic transfer, but our efforts have not proven to be successful.

We must pay employees bi-weekly, without fail, as well as weekly and monthly automatic fuel, parts, and insurance payments from our cash account. Since we never know for sure when our State payments are going to hit our account, we can sometimes get in a bind for payroll cash, until those State payments do arrive. We are operating within our allotted funding and budget, we just never know when the cash payments will arrive.

Our immediate need is for a "bridge loan" in the amount of \$100,000 to cover payroll for the week of April 21, 2006. Our payroll funds must be wire transferred to our payroll agency not later than Wednesday, April 19, 2006. We suspect that our State payments will arrive by then, but we are not sure that will occur. Since we are not sure at this time when the February and first half March payments will arrive, we suspect it better to start the loan approval and administrative process sooner rather than later.

Lee County Government
April 14, 2006
Page 2

We agree that if funds are not needed we won't take any loan money, and we also agree that we won't take a loan for anymore than the total amount rightfully owed us by the State of Florida for work already completed and properly invoiced. We also agree to payback any "bridge loan" funds in full within 14 days of receipt of our total monthly payments from the State of Florida.

Another question would be, is the Lee County BOCC approval of this request a one time one week request or could this be an open request for anytime in the near future that this funding delay might occur? We foresee that this payment scheduling problem will be reoccurring and not resolved in the near future. An ongoing provision for a loan would be greatly appreciated and probably needed.

We will be glad to assist you in anyway that we can, and do sincerely apologize for any unnecessary work caused to the county staff.

Thank you for your help!

Sincerely,



Gary L. Bryant
President/CEO

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WHEREAS, Good Wheels is paid by the Florida Department of Transportation for a variety of federal and state funded programs providing transportation services to disabled and disadvantaged clients in Lee County; and

WHEREAS, the reimbursement period, from the time Good Wheels submits invoices for payment to the Florida Department of Transportation to the actual time payment is received, is causing a financial hardship upon Good Wheels; and

WHEREAS, Good Wheels is requesting a temporary loan from Lee County to satisfy their current financial obligations and to enable them to continue uninterrupted transportation services; and

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

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CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

GOOD WHEELS, INC.

BY: Gary Bryant
Gary Bryant, President/CEO

Tanya Venhuizen
[1st Witness' Signature]

Tanya Venhuizen
[Type or Print Name]

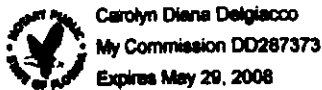
Maria M. Encarnacion
[2nd Witness' Signature]

MARIA M. ENCARNACION
[Type or Print Name]

STATE OF FLORIDA)
COUNTY OF LEE)

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[stamp or seal]



Carolyn Diana Delgiacco
[Signature of Notary]

CAROLYN DIANA DELGIACCO
[Typed or Printed Name]

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Tammara Hall, Chairwoman

APPROVED AS TO FORM:

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GOOD WHEELS, INC.

Tanya Verhuizen
[1st Witness' Signature]

BY: Gary Bryant
Gary Bryant, President/CEO

Tanya Verhuizen
[Type or Print Name]

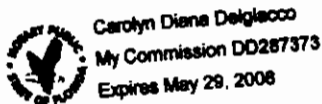
Maria M. Encarnacion
[2nd Witness' Signature]

MARIA M. ENCARNACION
[Type or Print Name]

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COUNTY OF LEE)

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[stamp or seal]



Carolyn Diana Delgiacco
[Signature of Notary]

Carolyn Diana Delgiacco
[Typed or Printed Name]