

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

**Blue Sheet No. 20060961**

**1. ACTION REQUESTED/PURPOSE:**

Approve interlocal agreement between Lee County and the Southwest Florida Expressway Authority for financial participation to provide \$775,000 for start-up funds for the Authority. Also, approve transfer from reserves from the General Fund for \$775,000.

**2. WHAT ACTION ACCOMPLISHES:**

Provides start-up funds to the Expressway Authority for the purpose of accelerating the expansion of I-75 with the addition of express toll lanes.

**3. MANAGEMENT RECOMMENDATION:** Approval

**4. Departmental Category:**

**A 9 B**

**5. Meeting Date:** 8/1/06

**6. Agenda:**

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

**7. Requirement/Purpose: (specify)**

- Statute
- Ordinance
- Admin. Code
- Other

**8. Request Initiated:**

Commissioner                     All                      
 Department                     Transportation                      
 Division                     Administration                      
 By:           Scott Gilbertson          

**9. Background:**

On June 27, 2006, the Chairman of the Southwest Florida Expressway Authority presented the first year budget request to the BoCC. The intention of the interlocal agreement is for the BoCC to loan \$775,000 with interest to the Authority with repayment from future toll revenues of the Authority. The \$775, 000 from both Collier and Lee Counties will cover the first year's operating costs of the Authority, for the sole purpose of accelerating the expansion of I-75 with the addition of express toll lanes.

Funds will be made available in the following account: GC5190300100.509230.1444

**Attachment: Transfer of Funds  
Interlocal Agreement**

**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>S. Gilbertson</i> Date <i>7/19/06</i>				<i>GF</i> <i>7/19/06</i>	<i>RK</i> <i>7/20</i>	<i>OR</i> <i>7/20/06</i>	<i>MY</i> <i>7/20/06</i>	<i>AK</i> <i>7/20/06</i>	<i>J. Lavender</i> Date <i>7.19.06</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN: *JK*  
7-19-06 10:30 AM  
COUNTY ADMIN  
FORWARDED TO: *JK*  
*7/20/06*  
*4:00 PM*

Rev. by CoAtty  
Date: *7/19/06*  
Time: *10:10 AM*  
Forwarded To:

# REQUEST FOR TRANSFER OF FUNDS

FUND NAME: General Fund DATE: 07/18/06 BATCH NO. \_\_\_\_\_

FISCAL YEAR: 2006 FUND # 00100 OC TYPE: YB LEDGER TYPE: BA

TO: Non-Departmental Non-Departmental  
(DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:  
FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.  
(EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
<u>GC5190300100.509230.1444</u>	<u>Loans to Other Governmental Agencies Expressway Authority</u>	<u>\$ 775,000</u>

TOTAL TO: \$ 775,000

FROM: Non-departmental Reserves  
(DIVISION NAME) (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
<u>GC5890100100.509910</u>	<u>Reserves for Contingency</u>	<u>\$ 775,000</u>

TOTAL FROM: \$ 775,000

EXPLANATION: Budget appropriation needed to cover loan to the Southwest Florida Expressway Authority.

DIVISION DIRECTOR SIGNATURE _____	DATE _____	<u>[Signature]</u>	<u>7/17/06</u>
DBS: APPROVAL <u>X</u> DENIAL _____		DEPARTMENT DIRECTOR SIGNATURE	DATE
APPROVAL <u>✓</u> DENIAL _____		<u>[Signature]</u>	<u>7/20/06</u>
CO. ADMIN.: APPROVAL _____ DENIAL _____		OPERATIONS ANALYST SIGNATURE	DATE
		<u>[Signature]</u>	<u>7/20/06</u>
		BUDGET OPERATIONS MANAGER SIGNATURE	DATE
		<u>[Signature]</u>	<u>7-19-06</u>
		CO. ADMIN. SIGNATURE	DATE
BCC APPROVAL DATE _____			
		BCC CHAIRMAN SIGNATURE	

BA NO: \_\_\_\_\_ AUTH CODE: \_\_\_\_\_ TRANS DATE: \_\_\_\_\_ REV. 05/93

**INTERLOCAL AGREEMENT  
BETWEEN LEE COUNTY AND THE SOUTHWEST FLORIDA  
EXPRESSWAY AUTHORITY**

This Interlocal Agreement is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between **LEE COUNTY**, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "**County**", with a mailing address of P. O. Box 398, Fort Myers, Florida, 33902, and the **SOUTHWEST FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, an agency of the State, hereinafter referred to as "**Authority**", and collectively referred to as the "**Parties**".

**WITNESSETH:**

**WHEREAS**, the Authority is the governing body for the Southwest Florida Expressway Authority, and the Board of County Commissioners is the governing body for Lee County; and

**WHEREAS**, both Parties are duly empowered pursuant to Florida Statutes, in particular Section 163.01, Florida Statutes, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

**WHEREAS**, the Authority currently has no funds to operate and pursue the addition of toll lanes on Interstate Highway 75; and

**WHEREAS**, the County desires to fund part of the Authority's start-up and operational cost in the form of a loan.

**NOW, THEREFORE**, in consideration of the foregoing, and of mutual covenants and conditions hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

**SECTION ONE:          PURPOSE**

It is the purpose and intent of this agreement to set forth the terms and conditions for the County's financial participation to provide start-up funds for the Authority for the sole purpose of accelerating the expansion of the Interstate Highway 75 with the addition of express toll lanes, hereinafter "Project".

**SECTION TWO:          OBLIGATIONS OF AUTHORITY**

The Authority will accelerate the Project with the use of County funds. In conjunction with the County's funds, the Authority will pursue state, federal, and Collier County funds for financial participation of the project. The Authority is obligated to repay the amount in Section Three, including interest at a 2% annual percentage rate, from its toll revenue funds.

**SECTION THREE:          COUNTY'S CONDITION ON PAYMENT OBLIGATIONS**

The County will disburse, up to an amount not-to-exceed Seven Hundred, Seventy-Five Thousand Dollars and no/cents (\$775,000.00) of General Fund dollars to the Authority for the start-up operating funds for the Authority. The County will deduct from the payment the expenditures made to date toward start-up activities for the Authority (not including staff time charges), and the total amount disbursed may be reduced to \$700,000.00, if the Authority is successful in its Toll Facilities Revolving Trust Fund loan request.

**SECTION FOUR:          FILING**

This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Authority.

**SECTION FIVE:          NOTICES**

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the County at the Office of the County Manager and

to the Authority, at the Office of the Executive Director or designee.

**SECTION SIX:**                    **HOLD HARMLESS**

The Parties agree that by execution of this Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Florida Statutes nor shall the same be construed to constitute agreement by either Party to indemnify the other Party for such other Party's negligent, willful or intentional acts or omissions.

**SECTION SEVEN:**                **PERIOD OF AGREEMENT**

This Agreement shall begin upon the execution of the Agreement by both Parties and shall continue until the loan is repaid in full, including interest, unless terminated by either Party in accordance with the terms of this Agreement.

**SECTION EIGHT:**                **AUDITABLE RECORDS**

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 to the Authority, then the Authority is also subject to audit by the Clerk of the Court. The Authority will comply with all reasonable requests made by the Clerk of Court to examine the Authority's books and records that are kept relative to this agreement.

**SECTION NINE:**                **TERMINATION**

(A) If at any point the Authority determines that the Project is not feasible and toll funds will not be generated, this agreement will be forthwith terminated. Notice of the termination will be provided in writing to the County by the Authority via certified mail, and the Authority shall provide the notice within a 20 calendar day period.

- (B) Failure of the either Party to materially comply with any of the provisions of this agreement, shall be a material breach hereof and, upon notice of material breach to the breaching Party, this agreement will be forthwith terminated, at the discretion of the non-breaching Party. Notice of any breach of this agreement will be provided in writing to the breaching Party via certified mail, and the breaching Party shall be provided a 20 calendar day period within which to cure such breach, prior to termination by the non-breaching Party. If the breaching party fails to cure the breach within that timeframe, this agreement will terminate.
- (C) Should any party to this Agreement terminate this agreement, the Authority shall immediately reimburse the County any remaining dollar amount that has yet to be expended by the Authority for the start-up and operation of the Authority. All funds that were expended by the Authority shall be reimbursed within one (1) calendar year from the termination. If this agreement is terminated due to the Project not being feasible and the Authority has expended all of the funds and is insolvent, the Authority will not be obligated to repay the money amount in Section Three or any interest accrued.

**SECTION TEN:                    ASSIGNMENT**

This Agreement shall not be assigned, delegated, or transferred, in whole or in part, without the prior written consent of both parties.

**SECTION ELEVEN:            WAIVER OR MODIFICATION**

There shall be no waiver or modification of this agreement or of any covenant, condition, or limitation herein contained unless mutually agreed upon by the County and the Authority and reduced to written amendments to this agreement.

**SECTION TWELVE: SEVERABILITY**

If any provision, or any portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or portion(s) thereof, shall be deemed severable, and shall not be affected by such determination and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Interlocal Agreement on the day, month and year first written above.

ATTESTED:  
CHARLIE GREEN, CLERK

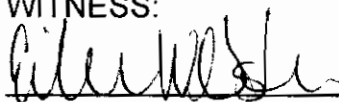
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

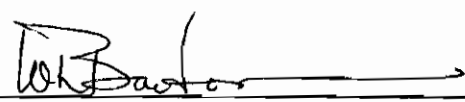
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairwoman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney's Office

WITNESS:  
 \_\_\_\_\_

SOUTHWEST FLORIDA EXPRESSWAY  
AUTHORITY  
By:  \_\_\_\_\_  
Chairman

WITNESS:  
 \_\_\_\_\_