

Lee County Board Of County Commissioners


Blue Sheet No. 20061465

Agenda Item Summary

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 fifteen (15) separate Lee County Tourist Development Council Beach & Shoreline projects.

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

3. MANAGEMENT RECOMMENDATION: Recommend Approval.

4. Departmental Category: 1 CIA		5. Meeting Date: NOV 21 2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input 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 _____ Department VCB Division _____ By: D.T. Minich, Director 	

9. Background:

The Tourist Development Council recommended tourist tax funding for two (2) City of Bonita Springs, five (5) City of Cape Coral, two (2) Town of Fort Myers Beach, and six (6) City of Sanibel projects. The Board of County Commissioners approved this funding with adoption of the FY 2006-07/2010-11 Major Maintenance Program.



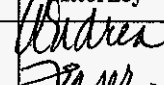
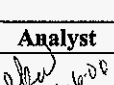
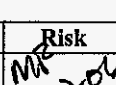
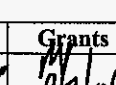
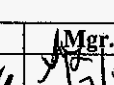

The attached interlocal agreements authorize the municipalities to perform the specified work and County staff to reimburse the municipalities for expenses incurred. The projects are as follows:

1656.... Sanibel Facility/Beach Maintenance.....	\$495,000.00
1704.... Cape Coral Yacht Club Park Beach Renourishment.....	\$ 18,000.00
1743.... Cape Coral Yacht Club Park Beach Maintenance.....	\$ 28,000.00
1747.... Sanibel Beach Erosion Monitoring.....	\$ 25,000.00
1810.... Cape Coral Four Mile Cove Ecological Park Lost Pond Loop Trail.....	\$350,000.00
1810.... Cape Coral Four Mile Cove Ecological Park Maintenance.....	\$ 27,000.00
1895.... Town of Fort Myers Beach Operation Beach Maintenance.....	\$145,000.00
1897.... Sanibel Dune Walkover Replacement.....	\$ 60,000.00
1898.... Sanibel Water Quality Monitoring.....	\$ 30,000.00
2061.... Bonita Springs – Imperial River Park & Canoe/Kayak Launch.....	\$550,000.00
2068.... Bonita Springs Sea Oat Restoration.....	\$ 10,000.00
2069.... Cape Coral Sirenia Vista Park Kayak Launch.....	\$ 30,000.00
2070.... Town of Fort Myers Mound House Park Maintenance.....	\$ 20,000.00
2071.... Sanibel ADA Renovations – Gulfside Park & Tarpon Bay Restrooms.....	\$ 80,000.00
2072.... Sanibel Fishing Pier Protection.....	\$300,000.00

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

Attachments: Three (3) original agreements for each of the fifteen (15) projects.

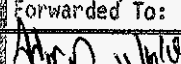
10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
		NIA							

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN
 11-6-06
 4:20 MP
 COUNTY ADMIN FORWARDED TO:
 11-7-06
 20M

Rec. by CoAtty
 Date: 11/6/06
 Time: 1:55pm
 Forwarded To:


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. 05-24, 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 \$495,000.00 during the **COUNTY'S** fiscal year 2007.
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: The **RECIPIENT** shall not submit an invoice to the **COUNTY**, and the **COUNTY** shall not reimburse the **RECIPIENT** for the road materials included on the **RECIPIENT'S** Request Form (Exhibit "A"), as the expenditure was deemed ineligible.
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

FINANCIAL SUFFICIENCY APPROVED

[Signature]
4 Renee M. Lynch, FINANCE DIRECTOR

EXHIBIT "A"

5-3
Request Number
Official Use Only

BEACH & SHORELINE PROJECT REQUEST FORM
FOR TOURIST DEVELOPMENT TAX – BEACH & SHORELINE FUNDS
FISCAL YEAR 2006-2007

REQUESTING AGENCY INFORMATION	
Requesting Agency: City of Sanibel	
Project Manager: Gates D. Castle	Phone Number: 239-472-6397
E-mail address: gates.castle@mysanibel.com	Fax Number: 239-472-6041

PROJECT INFORMATION
Project Name: Facility/Beach Maintenance
Check one: <input type="checkbox"/> Beach Renourishment <input type="checkbox"/> Capital Project <input checked="" type="checkbox"/> Maintenance Project <input type="checkbox"/> Other: _____ (please describe)
For capital projects please provide:
Anticipated Start Date:
Anticipated Completion Date:

REQUEST												
FY 06-07 TDC Beach & Shoreline Funds: \$500,000												
If this project will be phased over more than one fiscal year, please identify the anticipated additional expenditure requests for TDC funding by fiscal year below:												
<table border="1"> <tr> <td align="center">FY 07-08</td> <td align="center">FY 08-09</td> <td align="center">FY 09-10</td> <td align="center">FY 10-11</td> </tr> <tr> <td align="center">\$500,000</td> <td align="center">\$500,000</td> <td align="center">\$500,000</td> <td align="center">\$500,000</td> </tr> </table>	FY 07-08	FY 08-09	FY 09-10	FY 10-11	\$500,000	\$500,000	\$500,000	\$500,000				
FY 07-08	FY 08-09	FY 09-10	FY 10-11									
\$500,000	\$500,000	\$500,000	\$500,000									
If this project has received previous TDC funding, please list the fiscal year(s) and award amount(s) below:												
<table border="0"> <tr> <td>FY 2005/06: \$440,000</td> <td>FY 2001/02: \$50,000</td> <td>FY 1997/98: 60,000</td> </tr> <tr> <td>FY 2004/05: \$390,000</td> <td>FY 2000/01: \$46,000</td> <td></td> </tr> <tr> <td>FY 2003/04: \$50,000</td> <td>FY 1999/00: \$48,000</td> <td></td> </tr> <tr> <td>FY 2002/03: \$48,000</td> <td>FY 1998/99: \$48,000</td> <td></td> </tr> </table>	FY 2005/06: \$440,000	FY 2001/02: \$50,000	FY 1997/98: 60,000	FY 2004/05: \$390,000	FY 2000/01: \$46,000		FY 2003/04: \$50,000	FY 1999/00: \$48,000		FY 2002/03: \$48,000	FY 1998/99: \$48,000	
FY 2005/06: \$440,000	FY 2001/02: \$50,000	FY 1997/98: 60,000										
FY 2004/05: \$390,000	FY 2000/01: \$46,000											
FY 2003/04: \$50,000	FY 1999/00: \$48,000											
FY 2002/03: \$48,000	FY 1998/99: \$48,000											

OTHER FUNDING SOURCES
Are funds other than Tourist Development Tax Beach & Shoreline Funds being requested for the construction or the maintenance of this project? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
<i>Please note this includes funds provided by your own agency, grants or revenues generated by the facility/activity</i>
Has other funding already been approved? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
If, yes, please list the approved amount: \$
If other funding has not been approved, please list the amount you have requested and the anticipated approval date? Approximately \$1,000,000 to be requested in FY 2006/07 Budget Request

REQUEST NARRATIVE

Please note: All information must be included for this request to be considered for funding.

- I. Project Summary – one to two sentences

- II. Project Abstract – (two pages maximum) to include:
 - A. Project Description

 - B. Overall Context – if this request is part of a larger project, please describe the larger project and how this component is integrated

 - C. Relationship to Beach/Shoreline – please include a detailed description of how this project relates to the beach/shoreline; if this is a shoreline protection project, please describe your agency's shoreline protection plan

 - D. Impact on Tourism

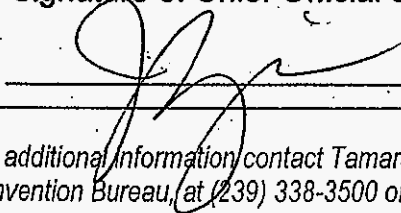
 - E. Estimate Project Timeline – please include estimates for design, permitting and construction

- III. Maps – using the map provided, please mark the location of your site within the county and submit a site map indicating the project's relationship to the beach/shoreline

- IV. Budget Information – (one page maximum) to include:
 - A. Budget for Project – please provide a basic budget breakdown for the project

 - B. Facility Maintenance Budget – if this is a capital project, please provide (1) description of who will operate and maintain the facility, (2) the anticipated first full year of operating and maintenance costs, and (3) the source for these funds

Signature of Chief Official of Requesting Agency:



Date:

1/31/06

For additional information contact Tamara Pigott, Beach and Shoreline Project Manager for the Lee County Visitor & Convention Bureau, at (239) 338-3500 or tpigott@leegov.com

NARRATIVE
Facility/Beach Maintenance
City of Sanibel

I. Project Summary

This request is for the maintenance of all beach related facilities made available to the general public. These funds are earmarked for personnel services, repair and maintenance, contractual services for upkeep of the facilities, utilities, upgrading signage and replacement of walkways and walkovers.

II. Project Abstract

A. Project Description

Same as Project Summary above.

B. Overall Context

N/A

C. Relationship to Beach/Shoreline

The facilities being maintained are in parks which abut either the Gulf of Mexico or San Carlos Bay

D. Impact on Tourism

The City of Sanibel is devoted to maintaining the public facilities to meet the needs of the thousands of visitors who come to the beaches annually. Properly maintained and upgraded facilities make the visit to the parks a safe and pleasant experience.

E. Estimated Project Timeline

N/A

III. Maps

The attached location map shows the various beach facilities both with respect to the County overall as well as the beach/shoreline.

III. Budget Information

A. Budget for Project

Table with 2 columns: Item, Amount. Items include In-house Labor (\$315,000), Contractual Restroom Cleaning (45,000), Solid Waste Removal (40,000), Signage (10,000), Utilities (30,000), Repairs (20,000), Operating Supplies (20,000), Other Contractual Services (15,000), Road Materials (5,000).

Total = \$500,000

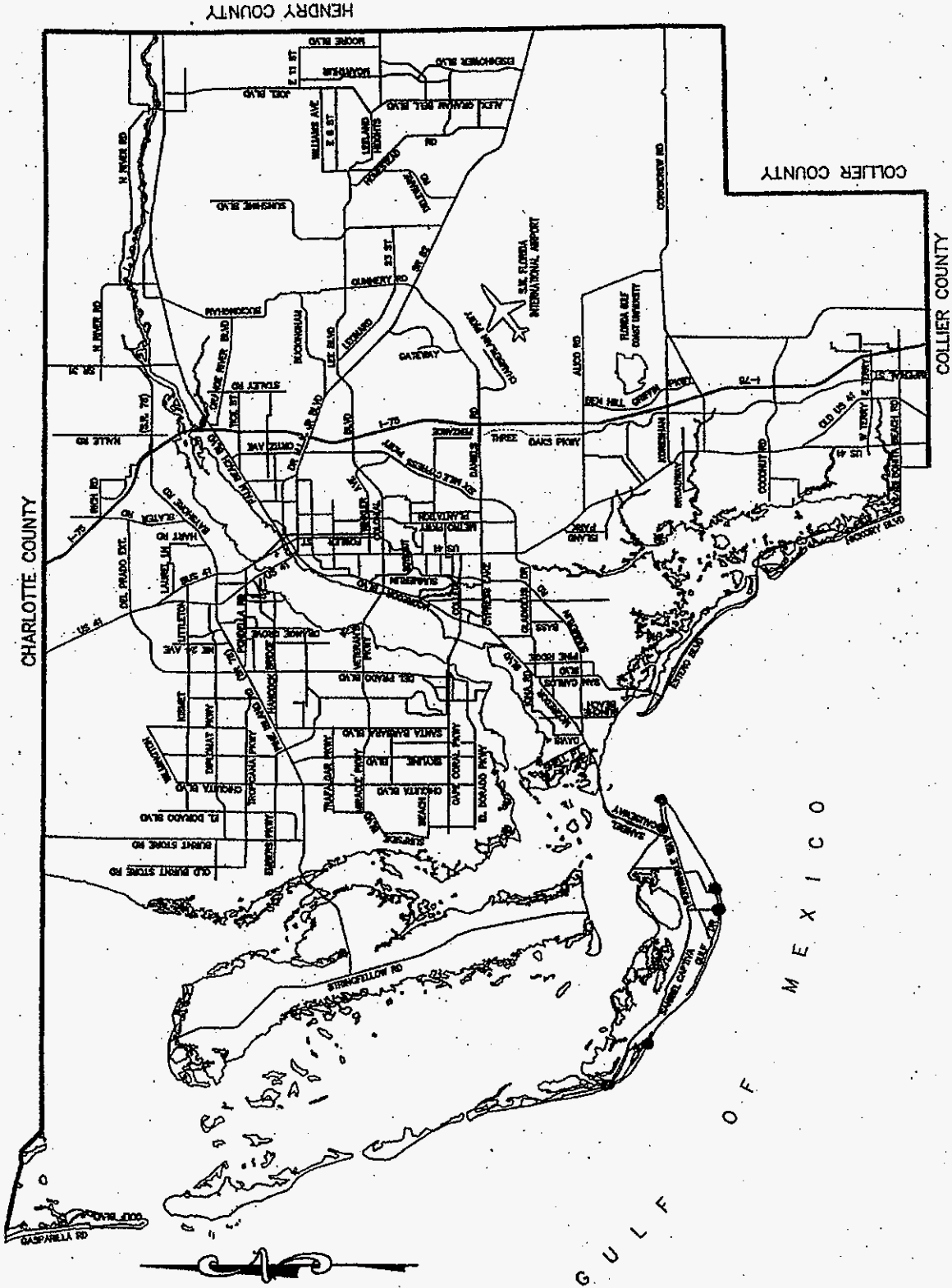
The total Beach Facilities budget for FY 2005/06 was \$1,550,000.00

A. Facility Maintenance Budget

N/A

FY 2006-07 BEACH & SHORELINE PROJECT REQUEST FORM

Page 4 of 4



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WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 05-24, 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 \$18,000.00 during the **COUNTY'S** fiscal year 2007.
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

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.
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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: Bonnie J. Vent

BY: Terone Stewart

APPROVED AS TO FORM

BY: William Buzby for
CITY ATTORNEY'S OFFICE 09/28/06

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

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WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 05-24, 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 \$28,000.00 during the **COUNTY'S** fiscal year 2007.
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

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.

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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 CAPE CORAL, FLORIDA

BY: Ramie J. Vent

BY: Terone Stewart

APPROVED AS TO FORM

BY: William Burtney for 09/28/06
CITY ATTORNEY'S OFFICE

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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 \$25,000.00 during the **COUNTY'S** fiscal year 2007.
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.
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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: *[Signature]*

BY: *[Signature]*

APPROVED AS TO FORM

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

FINANCIAL SUFFICIENCY APPROVED
[Signature]
Renee M. Lynch, FINANCE DIRECTOR

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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:

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 \$27,000.00 during the **COUNTY'S** fiscal year 2007.
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

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: Bonnie J. Hart

BY: Teresa Stewart

APPROVED AS TO FORM

BY: William Bentley for
CITY ATTORNEY'S OFFICE 09/28/06

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. 05-24, 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 - Lost Pond Loop Trail

NUMBER: 401810

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 \$350,000.00 during the **COUNTY'S** fiscal year 2007.
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

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: *Bonnie J. Vent*

BY: *Terone Stewart*

APPROVED AS TO FORM

BY: *William Burtley for*
CITY ATTORNEY'S OFFICE 09/28/08

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. 05-24, 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 \$145,000.00 during the **COUNTY'S** fiscal year 2007.
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.

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:
TOWN CLERK

TOWN OF FORT MYERS BEACH, FLORIDA

BY: 

BY: 

APPROVED AS TO FORM

BY: 
TOWN ATTORNEY

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. 05-24, 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 2007.
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

FINANCIAL SUFFICIENCY APPROVED
[Signature]
Renee M. Lynch, FINANCE DIRECTOR

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. 05-24, 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 \$30,000.00 during the **COUNTY'S** fiscal year 2007.
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

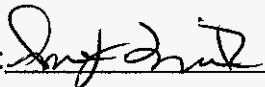
BY: _____
CHAIRMAN


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

FINANCIAL SUFFICIENCY APPROVED

Renee M. Lynch, FINANCE DIRECTOR

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. 05-24, 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 Park & 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 \$550,000.00 during the **COUNTY’S** fiscal year 2007.

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: *Aimee J. Green*

BY: *Jay Reed*

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. 05-24, 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 Beach Sea Oat Restoration

NUMBER: 402068

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 \$10,000.00 during the **COUNTY'S** fiscal year 2007.

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

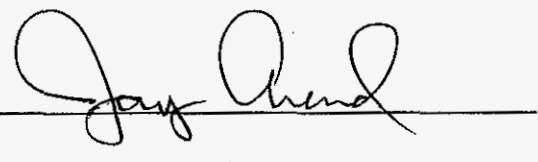
APPROVED AS TO FORM

BY: _____
COUNTY ATTORNEY'S OFFICE

ATTEST:
CITY CLERK

CITY OF BONITA SPRINGS, FLORIDA

BY: 

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. 05-24, 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: Sirenia Vista Park Kayak Launch

NUMBER: 402069

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 \$30,000.00 during the **COUNTY'S** fiscal year 2007.
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

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: Bonnie J. Vant

BY: Terrance Stewart

APPROVED AS TO FORM

BY: William Purstey for 09/28/06
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 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. 05-24, 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 Mound House Park Maintenance

NUMBER: 402070

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 2007.
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.

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

BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: *Don C. Bobak*
CHAIRMAN

APPROVED AS TO FORM

BY: _____
COUNTY ATTORNEY'S OFFICE

ATTEST:
TOWN CLERK

BY: *Michael [Signature]*

TOWN OF FORT MYERS BEACH, FLORIDA

BY: *Don C. Bobak*

APPROVED AS TO FORM

BY: *[Signature]*
TOWN ATTORNEY

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. 05-24, 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 ADA Renovations — Gulfside Park and
Tarpon Bay Beach Access Restrooms

NUMBER: 402071

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 \$80,000.00 during the **COUNTY'S** fiscal year 2007.
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

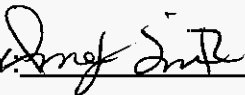
BY: _____
CHAIRMAN

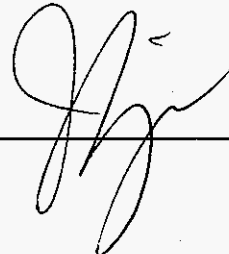
APPROVED AS TO FORM

BY: _____
COUNTY ATTORNEY'S OFFICE

ATTEST:
CITY CLERK

CITY OF SANIBEL, FLORIDA

BY:  _____

BY:  _____

APPROVED AS TO FORM

BY:  _____
CITY ATTORNEY'S OFFICE

FINANCIAL SUFFICIENCY APPROVED

Renee M. Lynch, FINANCE DIRECTOR

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. 05-24, 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 Fishing Pier Protection

NUMBER: 402072

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 \$300,000.00 during the **COUNTY'S** fiscal year 2007.
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

FINANCIAL SUFFICIENCY APPROVED
[Signature]
Renee M. Lynch, FINANCE DIRECTOR