

Agenda Item Summary

**1. ACTION REQUESTED/PURPOSE:** Request Board approve and execute Services Contract between the Southwest Florida Regional Planning Council and Lee County in the amount of \$3,000 for the completion of the project "When Nature is your Neighbor Brochure and PowerPoint Presentation". Approve Budget Amendment Resolution in the amount of \$3,000.

**2. WHAT ACTION ACCOMPLISHES:** Allows completion of an outreach program for residents living near Lee County Preserves.

**3. MANAGEMENT RECOMMENDATION:** Allows additional funding to assist with the completion of the outreach program for Land Stewardship and Conservation 20/20 preserves.

<b>4. Departmental Category:</b>    <b>C11B</b>		<b>5. Meeting Date:</b> 12/12/06
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	
		<b>8. Request Initiated:</b> <b>Commissioner</b> _____ <b>Department</b> Parks & Recreation <b>Division</b> _____ <b>By:</b> <b>John Yarbrough, Director</b> <i>John Yarbrough</i>

**9. Background:**

Conservation 20/20 staff applied for funding from the Charlotte Harbor National Estuary Program to create a brochure and PowerPoint program for residents and visitors in Lee County that live near or visit one of the County preserves. This funding will allow printing of 10,000 brochures and the mailing of 3,000 to adjacent neighbors. Lee County Parks and Recreation staff will provide \$2,560 in matching funds and in kind services to create and distribute the brochure as well as create and present a PowerPoint program to interested community groups and neighborhood associations.

Funding will be made available in revenue account #KH5722030105.347290.9144 and expense account #KH5722030105.504710

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>com</i>				<i>M. Dub</i> <i>A. Lewis</i>	Analyst <i>11/28/06</i>	Risk <i>11/28/06</i>	Grants <i>11/28/06</i>	Mgr. <i>11/29/06</i>	<i>[Signature]</i>

**11. Commission Action:**

Approved  
 Deferred  
 Denied  
 Other

REC'D  
by CO. ATTY.  
2:50 PM  
11/28/06  
CO. ATTY.  
FORWARDED TO:  
CAD 11:40 AM  
11/28/06

RECEIVED BY  
COUNTY ADMIN:  
11-28-06 2:10  
*MP*  
COUNTY ADMIN  
FORWARDED TO:  
11-29-06 3:30 *MP*  
to PR

# RESOLUTION #

Amending the Cap. Imp. - Environ. Sen. Land Mgt Budget, Fund 30105 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2006-2007.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Cap. Imp. - Environ. Sen. Land Mgt. Budget, Fund 30105 for \$ 3,000 of the unanticipated revenue from Grant funding and an appropriation of a like amount for grant expenditures and;

**WHEREAS**, the Cap. Imp. - Environ. Sen. Land Mgt. Budget, Fund 30105 shall be amended to include the following amounts which were previously not included.

## ESTIMATED REVENUES

Prior Total:		
Additions		\$26,106,384
KH5722030105.347290.9144	SWFL Regional Planning Council	\$ 3,000
Amended Total Estimated Revenues		\$26,109,384

## APPROPRIATIONS

Prior Total:		\$26,106,384
Additions		
KH5722030105.504710	Printing, Binding, and Copying	\$ 3,000
Amended Total Appropriations		\$26,109,384

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the Cap. Imp. - Environ. Sen. Land Mgt. Budget, Fund 30105 is hereby amended to show the above additions to its Estimated Revenue and Appropriation Accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

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

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA

SERVICES CONTRACT  
BETWEEN  
LEE COUNTY PARKS AND RECREATION, CONSERVATION 20/20  
AND THE  
SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

This contract is entered by and between LEE COUNTY PARKS AND RECREATION, CONSERVATION 20/20 (herein called the "SERVICE PROVIDER") and the SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (hereinafter called the "PLANNING AGENCY") on behalf of the CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM (herein called the "CHARLOTTE HARBOR NEP").

**WITNESSETH**

The CHARLOTTE HARBOR NEP desires to utilize the skills of the SERVICE PROVIDER in completing the Public Outreach Project titled "When Nature is your Neighbor Brochure and PowerPoint Presentation" (the "Project"), as described in Attachment A: Scope of Work, hereto and incorporated herein by reference; and

The CHARLOTTE HARBOR NEP and the SERVICE PROVIDER have reached an understanding on the type, extent, and quality of services to be rendered and the amount and method of compensation to be paid. The one-year contract begins the day both parties have signed and notarized the contract. If the project cannot be completed within this year, an extension of time may be requested.

Now, therefore, in consideration of the mutual terms, covenants, representations, and conditions herein contained, the parties agree as follows:

1. The SERVICE PROVIDER will perform the necessary work assignment, in conformity with the attached Scope of Work, to assist in the completion of the Project, within one year from the date the contract is entered.
2. The CHARLOTTE HARBOR NEP will pay the SERVICE PROVIDER up to \$3,000 for the execution and completion of this contract. The SERVICE PROVIDER will match these funds with \$2,560.
3. The SERVICE PROVIDER acknowledges and agrees that it is an independent contractor, responsible for all employment, income, workers compensation, liability and all other insurance or taxes incident to its status as such.
4. The SERVICE PROVIDER will bill the PLANNING AGENCY in a manner agreed to by the CHARLOTTE HARBOR NEP. The SERVICE PROVIDER will then be compensated within thirty (30) working days of receipt of the bills.
5. The CHARLOTTE HARBOR NEP (through the PLANNING AGENCY) can terminate this Contract at any time and for any reason. The SERVICE PROVIDER will be compensated for services up to the time of termination if termination is necessary. The SERVICE PROVIDER can terminate this contract for any reason upon thirty (30) days written notice to the CHARLOTTE HARBOR NEP.
6. No later than sixty (60) days from the completion of the Project, a final report shall be submitted by the SERVICE PROVIDER to the CHARLOTTE HARBOR NEP Project

- Manager describing the final results of the project. The final 10% under this Contract will not be paid to the SERVICE PROVIDER until the final report is received and accepted.
7. When issuing statements and press releases, the SERVICE PROVIDER will state that the project is funded, or funded in part, by the Charlotte Harbor National Estuary Program. When and where feasible, the Charlotte Harbor National Estuary Program logo shall be included on signage and other material produced. The Project Manager shall approve text and design before printing, producing, or manufacturing Project materials.
  8. The SERVICE PROVIDER will provide frequent updates as to the progress of the Project to the Project Manager in a frequency and format agreed to by both the SERVICE PROVIDER and the CHARLOTTE HARBOR NEP.
  9. Copies of all materials produced will be provided to the CHARLOTTE HARBOR NEP no later than the date the final report is submitted. The SERVICE PROVIDER acknowledges that the accomplishments of the Project may be reproduced and used in materials, displays, and other public information for the CHARLOTTE HARBOR NEP.
  10. If applicable, the SERVICE PROVIDER will allow CHARLOTTE HARBOR NEP staff access to the Project site, when safety considerations allow, to take photographs of the Project's progress and completion.

The following signature signifies agreement to the conditions specified in this contract, and the start of this contract as of the date written above.

By: \_\_\_\_\_  
 Chair, Lee County BOCC

I hereby acknowledge that before me, a Notary Public in and for said \_\_\_\_\_ County and State of Florida, personally appeared \_\_\_\_\_ who is personally known to me or has produced identification to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and notary seal.

(SEAL)

\_\_\_\_\_  
 Notary Public Signature

\_\_\_\_\_  
 Notary Public Print Name

By: \_\_\_\_\_  
 David Y. Burr, Executive Director, Southwest Florida Regional Planning Council

I hereby acknowledge that before me, a Notary Public in and for said \_\_\_\_\_ County and State of Florida, personally appeared \_\_\_\_\_ who is personally known to me or has produced identification to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and notary seal.

(SEAL)

\_\_\_\_\_  
 Notary Public Signature

\_\_\_\_\_  
 Notary Public Print Name