

RESOLUTION 15-014

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2015-013 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised Beach Parking fund budget for fiscal year 2014-2015, Budget Amendment BA 2015-013, a true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 3rd day of February, 2015.

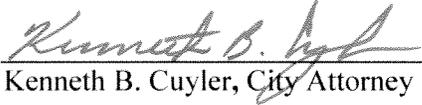
AUTHENTICATION:



Kevin Ruane, Mayor



Pamela Smith, City Clerk

APPROVED AS TO FORM:  1/22/15
Kenneth B. Cuyler, City Attorney Date

Vote of Councilmembers:

Ruane	<u>yea</u>
Congress	<u>yea</u>
Denham	<u>yea</u>
Harrity	<u>yea</u>
Jennings	<u>yea</u>

Date filed with City Clerk: February 3, 2015

CITY OF SANIBEL
BUDGET AMENDMENT

FUND: BEACH PARKING FUND
DEPT: Public Works / Natural Resources

FUND	ORG	OBJECT	DESCRIPTION	Project	Amount Prior To Change	Incr/(Decr) REVENUE	Incr/(Decr) EXPENSE	Amount After Change
BEACH PARKING FUND								
470	470	337401	Grants from Local Units - TDC	A 40165	-	1,302,400	-	1,302,400
470	470	389020	Ending Fund Balance		(612,244)	-	1,302,400	690,156
470	470	337401	Grants from Local Units - TDC	B 40189	-	85,000	-	85,000
470	470	389020	Ending Fund Balance		690,156	-	85,000	775,156
470	470	337401	Grants from Local Units - TDC	C 40174	-	40,000	-	40,000
470	470	389020	Ending Fund Balance		775,156	-	40,000	815,156
470	470	337401	Grants from Local Units - TDC	D 40192	-	200,000	-	200,000
470	4704101	663000	Improvements Other Than Buildings		450,000	-	(200,000)	250,000
470	4704101	663000	Improvements Other Than Buildings	40192	-	-	200,000	200,000
470	470	389020	Ending Fund Balance		815,156	-	200,000	1,015,156
470	470	337401	Grants from Local Units - TDC	E 41919	-	20,000	-	20,000
470	470	389020	Ending Fund Balance		1,015,156	-	20,000	1,035,156
470	470	337401	Grants from Local Units - TDC	F 40190	-	12,283	-	12,283
470	470	389020	Ending Fund Balance		1,035,156	-	12,283	1,047,439
					TOTAL:	\$ 1,659,683	\$ 1,659,683	

PURPOSE:

To appropriate and budget \$1,659,683 in grants from the Lee County Tourist Development Council (TDC) for various projects in fiscal year 2014-2015:

- A) \$1,302,400 for Sanibel beach/facility maintenance;
- B) \$85,000 for beach dune walkover repairs;
- C) \$40,000 for beach erosion monitoring activities;
- D) \$200,000 for construction of a boardwalk at Bowman's Beach;
- E) \$20,000 for construction of a shade structure at Gulfside City Park;
- F) \$12,283 for Sanibel Beach Park habitat protection activities.

These are new sources of funds for fiscal year 2014-2015 and collectively increase the FY2015 budget by \$1,659,683.

Prepared by: S. Chaipel Date: 1/21/2015 Resolution #: 15-014 Council Date: 2/3/2015 Legistar: Journal #: Date:



January 12, 2015

Ms. Judith Zimomra
City Manager
CITY OF SANIBEL
800 Dunlop Road
Sanibel, Florida 33957-4096

Dear Ms. Zimomra,

Enclosed please find the fully executed "Agreement for Tourist Development Tax Funding" documents for the projects approved for funding in Lee County's fiscal year 2014-2015. They include:

<u>Project No.</u>	<u>Project Name</u>	<u>Amount</u>
401656	Sanibel Facility/Beach Maintenance	\$ 1,302,400
401897	Dune Walkover Repairs	\$ 85,000
401747	Beach Erosion Survey	\$ 40,000
401928	Bowman's Beach Park – Bayou Bdwalk Lookout	\$ 200,000
401919	ADA Gulf Lookout Shade Structure	\$ 20,000
401930	Sanibel Beach Park Habitat Protection Project	\$ 12,283

I have included a copy of the purchase orders against which the City may invoice. Please invoice quarterly whenever possible or provide a status update in lieu of.

Should you have any questions, do not hesitate to contact this office.

Sincerely,

Nancy MacPhee, Program Manager
Enclosures

cc: T. Pigott, Executive 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. 07-28, as amended by County Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge 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 an amount not to exceed \$1,302,400 during the **COUNTY'S** fiscal year 2015.
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'S** compliance 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 funds 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 6th day of January, 2015.

ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Hancock
CHAIR



Approved as to Form for the
Reliance of Lee County Only

BY: Andrea B. Jasser
Office of the County Attorney

ATTEST:
CITY CLERK

CITY OF SANIBEL, FLORIDA

BY: [Signature]
OFFICIAL
CITY
SEAL
Incorporated Nov. 5, 1974

BY: [Signature]
APPROVED AS TO FORM

BY: Kenneth B. Cuff
CITY ATTORNEY'S OFFICE

PURCHASE ORDER

Page No

4

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
PO BOX 398
FORT MYERS, FL 33902 - 0398
(239) 533-5450 TELEPHONE (239) 485-5460 FAX

BILL TO LEE COUNTY FINANCE DEPARTMENT
PO DRAWER 2238
FORT MYERS, FL 33902-2238
(239) 533-2100

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

FLORIDA SALES TAX EXEMPTION NO 85-8012622170C-4

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County, may not submit a bid or a contract with the County for the construction or repair of a public building or a public work, may not submit bids or leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with the County, and may not transact business with the County in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list

VENDOR: 101607

CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FL 33957

SHIP TO: VISITOR & CONVENTION BUREAU - VCB
2201 SECOND STREET SUITE 600
FORT MYERS, FL 33901

BUSINESS PHONE 239 472-9615
FAX NUMBER 239 472-3065

REQUISITIONER MALDONBR
BUYER MALDONBR

P.O. NO.: 6999

ORDER DATE 12/16/2014 FREIGHT TERMS NONE
DELIVERY DATE 12/16/2014 CONFIRM TO
INSTRUCTIONS

QUOTE/CONTRACT NO
BRANCH/PLANT VCBOS

FY15

INTERLOCAL AGREEMENT CITY OF SANIBEL

BLUE SHEET NO 20140799

BOARD DATE 01/06/2015

SUBJECT REIMBURSEMENT - AS OUTLINED IN THE PROJECT DESCRIPTION FOR THE CITY OF SANIBEL - SANIBEL FACILITY BEACH MAINTENANCE

Line	Rev	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price	Req. No.	Type
1.000	0	99916	INTERLOCAL GOVERNMENTAL SANIBEL BEACH MAINTENANCE 40165630101 508150		EA	0000	1,302,400.00		

Total Order: 1,302,400.00

PURCHASING AUTHORIZATION: ROBERT FRANCESCHINI



January 12, 2015

Ms. Judith Zimomra
City Manager
CITY OF SANIBEL
800 Dunlop Road
Sanibel, Florida 33957-4096

Dear Ms. Zimomra,

Enclosed please find the fully executed "Agreement for Tourist Development Tax Funding" documents for the projects approved for funding in Lee County's fiscal year 2014-2015. They include:

<u>Project No.</u>	<u>Project Name</u>	<u>Amount</u>
401656	Sanibel Facility/Beach Maintenance	\$ 1,302,400
401897	Dune Walkover Repairs	\$ 85,000
401747	Beach Erosion Survey	\$ 40,000
401928	Bowman's Beach Park – Bayou Bdwalk Lookout	\$ 200,000
401919	ADA Gulf Lookout Shade Structure	\$ 20,000
401930	Sanibel Beach Park Habitat Protection Project	\$ 12,283

I have included a copy of the purchase orders against which the City may invoice. Please invoice quarterly whenever possible or provide a status update in lieu of.

Should you have any questions, do not hesitate to contact this office.

Sincerely,

Nancy MacPhee, Program Manager
Enclosures

cc: T. Pigott, Executive Director

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

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WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge 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 Repairs

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 an amount not to exceed \$85,000 during the **COUNTY'S** fiscal year 2015.
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'S** compliance 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 funds 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.
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ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

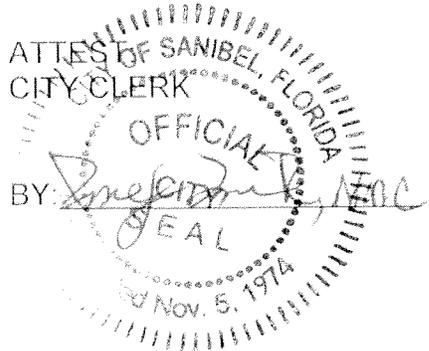
BY: Marcia Wilson
DEPUTY CLERK

BY: Ben Hano
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Rudra A. Jais
Office of the County Attorney



ATTEST OF SANIBEL, FLORIDA
CITY CLERK
BY: [Signature]

CITY OF SANIBEL, FLORIDA

BY: [Signature]

APPROVED AS TO FORM

BY: Kenneth B. [Signature]
CITY ATTORNEY'S OFFICE

PURCHASE ORDER

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
 DIVISION OF PURCHASING
 PO BOX 398
 FORT MYERS, FL 33902 - 0398
 (239) 533-5450 TELEPHONE (239) 483-5460 FAX

BILL TO LEE COUNTY FINANCE DEPARTMENT
 PO DRAWER 2238
 FORT MYERS, FL 33902-2238
 (239) 533-2100

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

FLORIDA SALES TAX EXEMPTION NO. 85-8012622170C-4

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or a public work, may not submit bids or leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor or a consultant under a contract with the County, and may not transact business with the County in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

VENDOR: 401607

CITY OF SANIBEL
 800 DUNLOP ROAD
 SANIBEL, FL 33957

SHIP TO: VISITOR & CONVENTION BUREAU - VCB
 2201 SECOND STREET SUITE 600
 FORT MYERS, FL 33901

BUSINESS PHONE 239 472-9615
 FAX NUMBER 239 472-3065

REQUISITIONER MAI DONBR
 BUYER MAI DONBR

P.O. NO.: 7000

ORDER DATE 12/16/2014 FREIGHT TERMS NONE
 DELIVERY DATE 12/16/2014 CONFIRM TO
 INSTRUCTIONS

QUOTE/CONTRACT NO
 BRANCH/PLANT VCBOS

FY15

INTERLOCAL AGREEMENT CITY OF SANIBEL

BLUE SHEET NO. 20140799

BOARD DATE 01/06/2015

SUBJECT: REIMBURSEMENT - AS OUTLINED IN THE PROJECT DESCRIPTION FOR THE CITY OF SANIBEL - SANIBEL DUNE WALKOVER REPAIRS

Line	Rev	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price	Req. No.	Type
1.000	0	99916	INTERLOCAL GOVERNMENTAL SANIBEL DUNE WALKOVER REPAIRS 40189730101 508150		EA	85.0000	85,000.00		

Total Order: 85,000.00

PURCHASING AUTHORIZATION: ROBERT FRANCESCHINI



January 12, 2015

Ms. Judith Zimomra
City Manager
CITY OF SANIBEL
800 Dunlop Road
Sanibel, Florida 33957-4096

Dear Ms. Zimomra,

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401747	Beach Erosion Survey	\$ 40,000
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401919	ADA Gulf Lookout Shade Structure	\$ 20,000
401930	Sanibel Beach Park Habitat Protection Project	\$ 12,283

I have included a copy of the purchase orders against which the City may invoice. Please invoice quarterly whenever possible or provide a status update in lieu of.

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Sincerely,

Nancy MacPhee, Program Manager
Enclosures

cc: T. Pigott, Executive Director

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

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WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be amended from time to time, 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: Beach and Shoreline Erosion Survey

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 \$40,000.00 during the **COUNTY'S** fiscal year 2015.
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.

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9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
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ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Bin Han
CHAIR

Approved as to Form for the
Reliance of Lee County Only

By: Andrea B. Jaser
Office of the County Attorney

ATTEST: [Signature]
CITY CLERK



The seal is circular with a double-line border. The outer ring contains the text "CITY OF SANIBEL, FLORIDA" at the top and "Incorporated Nov. 5, 1948" at the bottom. The inner circle contains the text "OFFICIAL CITY SEAL".

CITY OF SANIBEL, FLORIDA

BY: [Signature]

APPROVED AS TO FORM

BY: Kenneth B. Gyl
CITY ATTORNEY'S OFFICE

PURCHASE ORDER

Page No 7

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
PO BOX 398
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AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

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VENDOR: 101607

CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FL 33957

SHIP TO: VISITOR & CONVENTION BUREAU - VCB
2201 SECOND STREET SUITE 600
FORT MYERS, FL 33901

BUSINESS PHONE 239 472-9615
FAX NUMBER 239 472-3065

REQUISITIONER MALDONBR
BUYER MALDONBR

P.O. NO.: 7002

ORDER DATE: 12/16/2014 FREIGHT TERMS: NONE
DELIVERY DATE: 12/16/2014 CONFIRM TO
INSTRUCTIONS

QUOTE/CONTRACT NO
BRANCH/PLANT VCBOS

FY15

INTERLOCAL AGREEMENT CITY OF SANIBEL

BLUE SHEET NO. 20140299

BOARD DATE 01/06/2015

SUBJECT REIMBURSEMENT - AS OBTAINED IN THE PROJECT DESCRIPTION FOR THE CITY OF SANIBEL - BEACH AND SHORELINE EROSION SURVEY

Line	Rev	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price	Req. No.	Type
1.000	0	99916	INTERLOCAL GOVERNMENTAL BCH & SHORELINE EROSION SURVEY 40174730101 508150		EA	.0000	40,000.00		

Total Order: 40,000.00

PURCHASING AUTHORIZATION: ROBERT FRANCESCHINI



January 12, 2015

Ms. Judith Zimomra
City Manager
CITY OF SANIBEL
800 Dunlop Road
Sanibel, Florida 33957-4096

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Sincerely,

Nancy MacPhee, Program Manager
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WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31 as may be amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge 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: Bowman’s Beach Park Boardwalk Lookout

NUMBER: 401928

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 an amount not to exceed \$200,000.00 during the **COUNTY'S** fiscal year 2015.
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'S** compliance 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 funds 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 6th day of January, 2015.

ATTEST: Linda Doggett
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

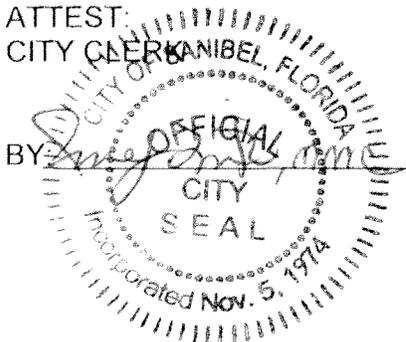
BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Adams
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Andrea B. Jester
Office of the County Attorney



CITY OF SANIBEL, FLORIDA

BY: [Signature]

APPROVED AS TO FORM

BY: Kumit B. [Signature]
CITY ATTORNEY'S OFFICE

PURCHASE ORDER

Page No

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LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
PO BOX 398
FORT MYERS, FL 33902 - 0398
(239) 533-5450 TELEPHONE (239) 485-5460 FAX

BILL TO LEE COUNTY FINANCE DEPARTMENT
PO DRAWER 2238
FORT MYERS, FL 33902-2238
(239) 533-2100

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

FLORIDA SALES TAX EXEMPTION NO 85-8012622170C-4

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or a public work, may not submit bids or leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with the County, and may not transact business with the County in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list

VENDOR: 101607

CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FL 33957

SHIP TO: VISITOR & CONVENTION BUREAU - VCB
2201 SECOND STREET SUITE 600
FORT MYERS, FL 33901

BUSINESS PHONE 239 472-9615
FAX NUMBER 239 472-3065

REQUISITIONER MALDONBR
BUYER MALDONBR

P.O. NO.: 7003

ORDER DATE 12/16/2014 FREIGHT TERMS NONE
DELIVERY DATE 12/16/2014 CONFIRM TO
INSTRUCTIONS

QUOTE/CONTRACT NO
BRANCH/PLANT VCBOS

FY15

INTERLOCAL AGREEMENT CITY OF SANIBEL

BLUE SHEET NO 20140799

BOARD DATE 01/06/2015

SUBJECT REIMBURSEMENT - AS OUTLINED IN THE PROJECT DESCRIPTION FOR THE CITY OF SANIBEL - BOWMAN'S BEACH PARK BOARDWALK LOOKOUT

Line	Rev	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price	Req No.	Type
1	000	0	99916 INTERLOCAL GOVERNMENTAL BOWMAN'S BCH PK BOARDWALK 40192830101 508150		EA	.0000	200,000.00		

Total Order: 200,000.00

PURCHASING AUTHORIZATION: ROBERT FRANCESCHINI



January 12, 2015

Ms. Judith Zimomra
City Manager
CITY OF SANIBEL
800 Dunlop Road
Sanibel, Florida 33957-4096

Dear Ms. Zimomra,

Enclosed please find the fully executed "Agreement for Tourist Development Tax Funding" documents for the projects approved for funding in Lee County's fiscal year 2014-2015. They include:

<u>Project No.</u>	<u>Project Name</u>	<u>Amount</u>
401656	Sanibel Facility/Beach Maintenance	\$ 1,302,400
401897	Dune Walkover Repairs	\$ 85,000
401747	Beach Erosion Survey	\$ 40,000
401928	Bowman's Beach Park – Bayou Bdwalk Lookout	\$ 200,000
401919	ADA Gulf Lookout Shade Structure	\$ 20,000
401930	Sanibel Beach Park Habitat Protection Project	\$ 12,283

I have included a copy of the purchase orders against which the City may invoice. Please invoice quarterly whenever possible or provide a status update in lieu of.

Should you have any questions, do not hesitate to contact this office.

Sincerely,

Nancy MacPhee, Program Manager
Enclosures

cc: T. Pigott, Executive 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. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge 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: **ADA Gulf Lookout Shade Structure**

NUMBER: **401919**

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 an amount not to exceed \$20,000 during the **COUNTY'S** fiscal year 2015.
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's** compliance 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 funds 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.

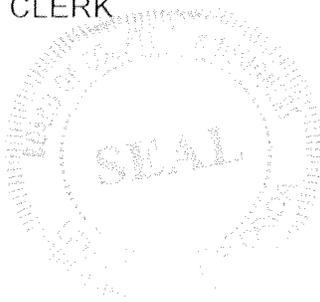
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this 6th day of January, 2015.

ATTEST: Linda Daggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Brian Hans
CHAIR



Approved as to Form for the
Reliance of Lee County Only

By: Andrea L. Fraser
Office of the County Attorney

ATTEST:
CITY CLERK

CITY OF SANIBEL, FLORIDA

BY: [Signature]
OFFICIAL
CITY
SEAL
Incorporated Nov. 5, 1974

BY: [Signature]
APPROVED AS TO FORM

BY: [Signature]
CITY ATTORNEY'S OFFICE

PURCHASE ORDER

Page No

9

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
PO BOX 398
FORT MYERS, FL 33902 - 0398
(239) 533-5450 TELEPHONE (239) 485-5460 FAX

BILL TO LEE COUNTY FINANCE DEPARTMENT
PO DRAWER 2238
FORT MYERS, FL 33902-2238
(239) 533-2100

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

FLORIDA SALES TAX EXEMPTION NO. 85-8012622170C-4

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with the County; and may not transact business with the County in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

VENDOR: 101607

CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FL 33957

SHIP TO: VISITOR & CONVENTION BUREAU - VCB
2201 SECOND STREET SUITE 600
FORT MYERS, FL 33901

BUSINESS PHONE 239 472-9615
FAX NUMBER 239 472-3065

REQUISITIONER MALDONBR
BUYER MALDONBR

P.O. NO.: 7001

ORDER DATE 12/16/2014 FREIGHT TERMS NONE
DELIVERY DATE 12/16/2014 CONFIRM TO
INSTRUCTIONS

QUOTE/CONTRACT NO
BRANCH/PLANT VCBOS

FY15

INTERLOCAL AGREEMENT CITY OF SANIBEL

BLUE SHEET NO 20140799

BOARD DATE 01/06/2015

SUBJECT REIMBURSEMENT - AS OUTLINED IN THE PROJECT DESCRIPTION FOR THE CITY OF SANIBEL - ADA GULF LOOKOUT SHADE STRUCTURE

Line	Rev	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price	Req. No.	Type
1	000	0	99916 INTERLOCAL GOVERNMENTAL SANIBEL-ADA GULF LOOKOUT SHADE 40191930101 508150		EA	.0000	20,000.00		

Total Order: 20,000.00

PURCHASING AUTHORIZATION: ROBERT FRANCESCHINI



January 12, 2015

Ms. Judith Zimomra
City Manager
CITY OF SANIBEL
800 Dunlop Road
Sanibel, Florida 33957-4096

Dear Ms. Zimomra,

Enclosed please find the fully executed "Agreement for Tourist Development Tax Funding" documents for the projects approved for funding in Lee County's fiscal year 2014-2015. They include:

<u>Project No.</u>	<u>Project Name</u>	<u>Amount</u>
401656	Sanibel Facility/Beach Maintenance	\$ 1,302,400
401897	Dune Walkover Repairs	\$ 85,000
401747	Beach Erosion Survey	\$ 40,000
401928	Bowman's Beach Park – Bayou Bdwalk Lookout	\$ 200,000
401919	ADA Gulf Lookout Shade Structure	\$ 20,000
401930	Sanibel Beach Park Habitat Protection Project	\$ 12,283

I have included a copy of the purchase orders against which the City may invoice. Please invoice quarterly whenever possible or provide a status update in lieu of.

Should you have any questions, do not hesitate to contact this office.

Sincerely,

Nancy MacPhee, Program Manager
Enclosures

cc: T. Pigott, Executive 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. 07-28, as amended by County Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, **COUNTY** and **RECIPIENT** acknowledge 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 an amount not to exceed \$1,302,400 during the **COUNTY'S** fiscal year 2015.
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'S** compliance 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 funds 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.
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9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
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 6th day of January, 2015.

ATTEST: Linda Doggett
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
DEPUTY CLERK

BY: Bin Hana
CHAIR

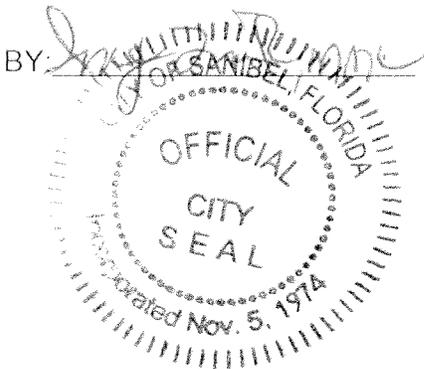


Approved as to Form for the
Reliance of Lee County Only

By: Andrea B. Jaser
Office of the County Attorney

ATTEST:
CITY CLERK

CITY OF SANIBEL, FLORIDA



BY: [Signature]
APPROVED AS TO FORM

BY: Kenneth B. Cyl
CITY ATTORNEY'S OFFICE

PURCHASE ORDER

Page No

4

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
PO BOX 398
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(239) 533-2100

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

FLORIDA SALES TAX EXEMPTION NO 85-8012622170C-4

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VENDOR: I01607

CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FL 33957

SHIP TO: VISITOR & CONVENTION BUREAU - VCB
2201 SECOND STREET SUITE 600
FORT MYERS, FL 33901

BUSINESS PHONE 239 472-9615
FAX NUMBER 239 472-3065

REQUISITIONER MAUDONBR
BUYER MAUDONBR

P.O. NO.: 6999

ORDER DATE 12/16/2014 FREIGHT TERMS NONE
DELIVERY DATE 12/16/2014 CONFIRM TO
INSTRUCTIONS

QUOTE/CONTRACT NO
BRANCH/PLANT VCBOS

FY15

INTERLOCAL AGREEMENT CITY OF SANIBEL

BLUE SHEET NO 20140799

BOARD DATE 01/06/2015

SUBJECT REIMBURSEMENT - AS OUTLINED IN THE PROJECT DESCRIPTION FOR THE CITY OF SANIBEL - SANIBEL FACILITY BEACH MAINTENANCE

Line	Rev	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price	Req. No.	Type
1.000	0	99916	INTERLOCAL GOVERNMENTAL SANIBEL BEACH MAINTENANCE 40165630101 508150		EA	0000	1,302,400.00		

Total Order: 1,302,400.00

PURCHASING AUTHORIZATION: ROBERT FRANCESCHINI