

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: 2013-129

1. Requested Motion:

Meeting Date: Nov. 4, 2013

Authorize execution of the 2013-2014 Agreement for Tourist Development Tax Funding for the following projects: Beach & Shoreline Maintenance (#401895), Coastal Management Plan (#401916), Bayside & Beach Access Improvements (#401921), ADA Public Comfort Station (#402133) and Newton Park Shade Structures (#401922)

Why the action is necessary:

Execution of the agreements will allow reimbursement of approved funds associated with the above listed projects for 2013-2014.

What the action accomplishes:

The funding will allow the following projects to be undertaken: (1) beach and shoreline operations and maintenance; (2) capital improvements to bayside and beach accesses; (3) coastal management plan; (4) purchase and installation of a portable restroom; and (5) capital improvements for shade structures at the Newton Beach Park

2. Agenda:

- Consent
- Administrative
- Public Hearing

3. Requirement/Purpose:

- Resolution
- Ordinance
- Other

4. Submitter of Information:

- Council
- Town Staff
- Town Attorney

5. Background:

At the February 19, 2013 Town Council meeting, the Town Council authorized staff to prepare and submit six funding applications to the Lee County Tourist Development Council. Five of the projects were approved for funding during this cycle:

- (ATTACHED) Beach & Shoreline Maintenance (Project #401895) \$897,559.00
- (ATTACHED) Coastal Management Plan (Project #401916) \$90,000.00
- (ATTACHED) Bayside & Beach Access Improvements (Project #401921) \$64,500.00
- (ATTACHED) ADA Public Comfort Station (Project #402133) \$60,000.00
- (ATTACHED) Newton Park Shade Structures (Project #401922) \$30,000.00

TOTAL \$1,142,059.00

6. Alternative Action:

Do not approve the Tax Funding Agreements.

7. Management Recommendations:

Authorize execution of the 2013-2014 Agreement for Tourist Development Tax Funding for all five projects.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Parks & Recreation Director	Town Clerk
						

9. Council Action:

- Approved Denied Deferred Other

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. 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: 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 an amount not to exceed \$897, 559.00 during the **COUNTY'S** fiscal year 2014.
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'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 ____ day of _____, 20__.

**ATTEST:
CLERK OF COURTS**

**BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA**

BY: _____
DEPUTY CLERK

BY: _____
CHAIR

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

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WITNESSETH:

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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: Coastal Management Plan

NUMBER: 401916

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 \$90,000.00 during the **COUNTY'S** fiscal year 2014.
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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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LEE COUNTY, FLORIDA**

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DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM

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COUNTY ATTORNEY'S OFFICE

**ATTEST:
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TOWN OF FORT MYERS BEACH, FLORIDA

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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: Bayside and Beach Access Improvements

NUMBER: 401921

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 \$64,500.00 during the **COUNTY'S** fiscal year 2014.
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.
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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 Public Comfort Station

NUMBER: 402133

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 \$60,000.00 during the **COUNTY'S** fiscal year 2014.
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WHEREAS, the COUNTY has approved the RECIPIENT'S request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: Newton Park Shade Structures

NUMBER: 401922

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 \$30,000.00 during the **COUNTY'S** fiscal year 2014.
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DEPUTY CLERK

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CHAIR

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COUNTY ATTORNEY'S OFFICE

**ATTEST:
TOWN CLERK**

TOWN OF FORT MYERS BEACH, FLORIDA

BY: _____

BY: _____

APPROVED AS TO FORM

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TOWN ATTORNEY