

8. **CONSENT AGENDA**

- c. **RESOLUTION 08-054 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2008-047 AND PROVIDING AN EFFECTIVE DATE** (to appropriate \$576,810 in new funding received from Lee County for a comprehensive study to understand the dynamics of harmful algae growth in the waters of Lee County. The City of Sanibel is contributing \$192,272 of previously allocated funds to the total cost of \$769,082 for this study. Remaining costs are grant funded. A copy of Lee County grant #402118 is attached. This amendment increases FY08 revenue and expense by \$576,810)

RESOLUTION NO. 08-054

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2008-047 AND
PROVIDING AN EFFECTIVE DATE**

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

SECTION 1. The revised General Fund for fiscal year 2007-2008, Budget Amendment/Transfer BA 2008-047 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 6th day of May, 2008.

AUTHENTICATION:

Mick Denham, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler

Kenneth B. Cuyler, City Attorney

4/29/08

Date

Vote of Councilmembers:

Denham _____
Ruane _____
Jennings _____
Johnston _____
Pappas _____

Date filed with City Clerk: _____

AGREEMENT FOR 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 for completion of the Nuisance Red Drift Algae Study.

WITNESSETH:

WHEREAS, algae blooms can cause serious negative impacts to natural resources, tourism, and navigation; and

WHEREAS, **COUNTY** and **RECIPIENT** desire to cooperate in the completion of a comprehensive study to understand the dynamics of harmful macroalgae blooms in Lee County; and

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: Algae Study - Sanibel

NUMBER: 402118

WHEREAS, additional funding is being provided via the West Coast Inland Navigation District Countywide Navigation Improvement Fund (WCIND Project L263C);

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 \$576,810.00 during the course of this project.
2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council and incorporated herein by reference. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council, West Coast Inland Navigation District and **COUNTY**. Minor changes, alterations and/or substitutions may be jointly approved by the Director of the Visitor Convention Bureau or her designee and the Director of the Division of Natural Resources or his designee.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within six (6) months of the effective date of this Agreement.
5. The **COUNTY** shall not reimburse the **RECIPIENT** for the purchase of any capital equipment for this project with a value in excess of \$2,000.
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**. This Agreement can be

unilaterally canceled by **COUNTY** should the **RECIPIENT** refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Agreement. Records shall be kept for a period of at least three (3) years following the end of the funding period or until final resolution of any litigation, claim, or audit that started prior to the expiration of the three-year record retention 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 **COUNTY** 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. The **RECIPIENT** agrees to indemnify, defend and hold the **COUNTY** harmless from any and all claims, suits, judgments, damages, losses and

expenses, including court costs, expert witness and professional consultation services, and attorneys' fees arising out of any errors, omissions, and/or negligence of the **RECIPIENT**, its employees, agents or representatives during the term of this agreement. The **RECIPIENT** shall not be liable to, nor be required to indemnify the **COUNTY** for any damages arising out of any error, omission, and/or negligence of the **COUNTY**, its employees, agents or representatives. This Section shall not be interpreted to be a waiver of sovereign immunity by the **RECIPIENT** or the **COUNTY** and this agreement is in accordance with the general laws of the State of Florida and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

12. The **RECIPIENT** shall insure that all purchases of goods and services for the accomplishment of the project are secured in accordance with the provisions of Chapter 287 of the Florida Statutes.
13. 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 15th day of April, 2008.

ATTEST:
CHARLIE GREEN, CLERK

BY: Marcia Wilson
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN



APPROVED AS TO FORM

BY: [Signature]
COUNTY ATTORNEY'S OFFICE

ATTEST:
CITY CLERK

BY: [Signature]

CITY OF SANIBEL, FLORIDA

BY: [Signature]

APPROVED AS TO FORM

BY: [Signature]
CITY ATTORNEY'S OFFICE