

~~September 27, 2002 Draft~~  
2003 AMENDED TOURISM AGREEMENT  
BETWEEN COLLIER COUNTY AND THE CITY OF NAPLES  
REGARDING SAND-TIGHTENING OF THE GORDON PASS JETTY

THIS AMENDED AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the City of Naples, hereinafter referred to as "GRANTEE" and Collier County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

RECITALS:

WHEREAS, COUNTY has adopted a Tourist Development Plan (hereinafter referred to as "Plan") funded by proceeds from the Tourist Development Tax; and

WHEREAS, Plan provides that certain of the revenues generated by the Tourist Development Tax are reserved for beach renourishment and pass maintenance projects within Collier County; and

WHEREAS, GRANTEE ~~has~~ applied to the Tourist Development Tax Council and the Board of County Commissioners to use Tourist Development Tax funds as local matching funds with the Florida Beach Erosion Control Program for sand-tightening the jetty at Gordon Pass, as part of the management plan for Gordon Pass ["Project"]; and

WHEREAS, COUNTY ~~desires to approved the~~ funding of the proposed Gordon Pass management project proposed by the GRANTEE.

WHEREAS, GRANTEE received bids for the project that were higher than the amount originally budgeted; and

WHEREAS, COUNTY amended the fiscal year 2002 budget, based on the recommendations of the Coastal Advisory Committee and the Tourist Development Council, to accommodate a higher level of funding for Grantee in the amount of Eighty Thousand Eighty – Three Dollars [\$80,083.00].

NOW, THEREFORE, BASED UPON THE MUTUAL COVENANTS AND PREMISES PROVIDED HEREIN, AND OTHER VALUABLE CONSIDERATION, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SCOPE OF WORK: GRANTEE prepared a detailed application and proposal outlining the pass maintenance project to be accomplished, along with a project budget, as part

of the grant application process, hereinafter referred to as "PROPOSAL," attached as Exhibit "A." GRANTEE shall provide the project activities outlined in the PROPOSAL within the budgeted amounts provided in the PROPOSAL. GRANTEE shall not be reimbursed for any expenditures not included in the PROPOSAL nor be reimbursed for amounts in excess of those provided in the PROPOSAL unless an amendment to this Agreement is entered into by GRANTEE and COUNTY.

2. PAYMENT AND REIMBURSEMENT: The maximum reimbursement under this Agreement shall be ~~Eighty Thousand Eighty Three Dollars (\$80,083)~~ Four Hundred Five Thousand Eighty-Three Dollars [\$405,083.00]. GRANTEE shall be paid in accordance with the fiscal procedures of COUNTY upon submittal of an invoice and upon verification that the services described in the invoice are completed or that goods have been received.

GRANTEE shall determine that the goods and services have been properly provided, and shall submit invoices to the County Administrator or his designee. The County Administrator or his designee shall determine that the invoice payments are authorized and the goods or services covered by such invoice have been provided or performed in accordance with such authorization. The line item budget attached as Exhibit "A" shall constitute authorization of the expenditure described in the invoices provided that such expenditure is made in accordance with this Agreement.

Each invoice submitted by GRANTEE shall be itemized in sufficient detail for audit thereof and shall be supported by copies of corresponding vendor invoices and proof of receipt of goods or performance of the services invoiced. GRANTEE shall certify in writing that all subcontractors and vendors have been paid for work and materials from previous payments received prior to receipt of any further payments. COUNTY shall not pay GRANTEE until the Clerk of the Board of County Commissioners pre-audits payment invoices in accordance with the law.

GRANTEE shall be paid for its actual cost not to exceed the maximum amount budgeted pursuant to the attached Exhibit "A".

3. ELIGIBLE EXPENDITURES: Only eligible expenditures described in Section 1 will be paid by COUNTY. Any expenditures paid by COUNTY which are later deemed to be ineligible expenditures shall be repaid to COUNTY within 30 days of COUNTY's written

request to repay said funds. COUNTY may request repayment of funds for a period of up to one year after termination of this Agreement or any extension or renewal thereof.

4. INSURANCE: GRANTEE is required to submit a Certificate of Insurance naming Collier County, and its Board of County Commissioners and the Tourist Development Council as additionally insured. The certificate must be valid for the duration of this Agreement, and be issued by a company licensed in the State of Florida, and provide General Liability Insurance for no less than the following amounts:

BODILY INJURY LIABILITY - \$300,000 each claim per person

PROPERTY DAMAGE LIABILITY - \$300,000 each claim per person

PERSONAL INJURY LIABILITY - \$300,000 each claim per person

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY - Statutory

The Certificate of Insurance must be delivered to the County Administrator or his designee within ten days of execution of this Agreement by COUNTY. GRANTEE shall not commence activities that are to be funded pursuant to this Agreement until COUNTY has received the Certificate of Insurance.

5. CHOICE OF VENDORS AND FAIR DEALING: GRANTEE may select vendors or subcontractors to provide services as described in Section I. COUNTY shall not be responsible for paying vendors and shall not be involved in the selection of contractors or vendors. GRANTEE agrees to disclose any relationship between GRANTEE and the subcontractors or vendor, including, but not limited to, similar or related employees, agents, officers, directors and/or shareholders. COUNTY may, in its discretion, object to the reasonableness of expenditures and require repayment if invoices have been paid under this Agreement for unreasonable expenditures. The reasonableness of the expenditures shall be based on industry standards.

~~7.6.~~ NOTICES: All notices from COUNTY to GRANTEE shall be in writing and deemed duly served if mailed by registered or certified mail to GRANTEE at the following address:

Jon C. Staiger, Ph.D., Natural Resources Manager  
City of Naples  
735 8th Street South  
Naples, Florida 34102

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All notices from GRANTEE to COUNTY shall be in writing and deemed duly served if mailed by registered or certified mail to COUNTY to:

County Manager  
Second Floor, Administration Building  
3301 Tamiami Trail East  
Naples, Florida 34112

GRANTEE and COUNTY may change the above mailing addresses at any time upon giving the other party written notification pursuant to this Section.

~~8.7.~~ NO PARTNERSHIP: Nothing herein contained shall be construed as creating a partnership between COUNTY and GRANTEE, or its vendor or subcontractor, or to constitute GRANTEE, or its vendor or subcontractor, as an agent or employee of COUNTY.

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~~9.8.~~ TERMINATION: COUNTY or GRANTEE may cancel this Agreement with or without cause by giving 30 days advance written notice of such termination pursuant to Section 8 and specifying the effective date of termination. If COUNTY terminates this Agreement, COUNTY will pay GRANTEE for all expenditures incurred, or contractual obligations incurred with subcontractors and vendors, by GRANTEE up to the effective date of the termination so long as such expenses are eligible.

~~10.9.~~ GENERAL ACCOUNTING: GRANTEE is required to maintain complete and accurate accounting records and keep tourism funds in a separate checking account. All revenue related to the Agreement should be recorded, and all expenditures must be incurred within the term of this Agreement.

~~11.10.~~ AVAILABILITY OF RECORDS: GRANTEE shall maintain records, books, documents, papers, and financial information pertaining to work performed under this Agreement. GRANTEE agrees that COUNTY, or any of its duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Agreement, have access to, and the right to examine and photocopy any pertinent books, documents, papers, and records of GRANTEE involving transactions related to this Agreement.

~~12.11.~~ PROHIBITION OF ASSIGNMENT: GRANTEE shall not assign, convey, or transfer in whole or in part its interest in this Agreement without the prior written consent of the COUNTY.

~~13.12.~~ TERM: This agreement shall become effective on \_\_\_\_\_ and shall remain effective until sixty (60) days after completion of the project described in Exhibit "A."

~~14.13.~~ AMENDMENTS: This Agreement may only be amended by mutual agreement of the parties and after recommendation by the Tourist Development Council.

~~15.14.~~ This Agreement shall be recorded in the public records of Collier County.

IN WITNESS WHEREOF, GRANTEE and COUNTY have each respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:  
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

\_\_\_\_\_

BY: \_\_\_\_\_  
Tom Henning, Chairman

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
Heidi Ashton  
Assistant County Attorney

WITNESSES:

(1) \_\_\_\_\_  
\_\_\_\_\_  
Printed/Typed Name

(2) \_\_\_\_\_  
\_\_\_\_\_  
Printed/Typed Name

CITY OF NAPLES

ATTEST:

BY: \_\_\_\_\_  
Bonnie R. MacKenzie, Mayor

\_\_\_\_\_  
Tara A. Norman  
City Clerk

Approved as to form and  
Legality:

\_\_\_\_\_  
Robert D. Pritt

City Attorney

(Corporate Seal)

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