

2014 TOURISM AGREEMENT BETWEEN COLLIER COUNTY
AND THE CITY OF NAPLES FOR FY 14/15 CATEGORY "A" CITY
OF NAPLES PROJECTS.

THIS AGREEMENT is made and entered into this 9th day of September,
2014, 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, CITY submitted applications for Category "A" Tourist Development Tax
Funds in the aggregate amount of eight hundred fifty-three thousand three hundred seventy-one
dollars (\$853,371.00) for the City of Naples Projects for fiscal year 2014-2015, as described in
Exhibit "A" and attachments A-1 Beach Maintenance and A-2 Naples Pier. This approval
authorizes eight hundred fifty-three thousand three hundred seventy-one dollars (\$853,371.00) to
this Agreement (the "Projects"); and

WHEREAS, this Agreement specifically authorizes the City to carry forward the
\$200,000 funding awarded in the FY 2013/2014 Grant Agreement to be added to the City's
request for FY 2014/2015 bringing the total award for the City of Naples Pier Major Renovation
to ~~\$892,000~~ \$892,449; and

WHEREAS, the Board of County Commissioners desires to fund the Projects as serving
valid and worthwhile public purposes and finds that these projects expenditures promote tourism.

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 detailed applications and proposals outlining
the Project to be accomplished, along with a project budget, as part of the grant application

process, hereinafter referred to as "Proposals," attached as Exhibits "A-1 and A-2". 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 aggregate maximum reimbursement under this Agreement shall be eight hundred fifty-three thousand three hundred seventy-one dollars (\$853,371.00). The GRANTEE is authorized to use an additional \$200,000 for the major renovation of the Naples Pier as awarded in the 2013/2014 Grant Agreement. This brings this year's total grant award to \$1,053,371. GRANTEE shall be paid in accordance with the fiscal procedures of COUNTY upon submittal of invoices and upon verification that the services described in the invoice are completed or that goods have been received.

2.1 GRANTEE shall determine that the goods and services have been properly provided and shall submit invoices to the County Manager or his designee. The County Manager, 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 budget for each project, 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.

2.2 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.

2.3 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 Proposals will be paid by COUNTY. Any expenditures paid by COUNTY which are later deemed to be ineligible expenditures shall be repaid to COUNTY within thirty (30) days of COUNTY'S written request to repay said funds. COUNTY may request repayment of funds for a period of up to one (1) year after termination of this Agreement or any extension or renewal thereof.

4. PAYMENT REQUESTS. Payment requests for interim draws and final payment must be submitted to the County in the form of the Request for Funds form attached to this Agreement as Exhibit "B". All payments are on a reimbursement basis only after proof of paid invoices are presented to the County. County may withhold any interim draw for failure to provide the interim status report, and County shall withhold final payment until receipt of the final status report or other final report acceptable to County. All invoices and requests for payment including the final payment must be received within ninety (90) days of termination of this Agreement. Any invoices and requests for payment not received in this time frame shall be returned to the Grantee and rejected for payment.

5. 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 insurance coverages identified in the Certificate of Insurance shall be maintained without interruption from the date of commencement of the Projects until the date of completion of all Projects required hereunder or as specified in this Agreement, whichever is longer. The Certificate of Insurance shall be issued by a company licensed in the State of Florida,

with a current A. M. Best financial rating of "Class VI" or higher, 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 Employer's Liability – Statutory

The Certificate of Insurance must be delivered to the County Manager, or his designee, within ten (10) days of execution of this Agreement by COUNTY. GRANTEE shall not commence activities which are to be funded pursuant to this Agreement until COUNTY has received the Certificate of Insurance.

6. CHOICE OF VENDORS AND FAIR DEALING. GRANTEE may select vendors or subcontractors to provide services as described in Proposal. COUNTY shall not be responsible for paying vendors and shall not be involved in the selection of subcontractors or vendors. GRANTEE agrees to disclose any relationship between GRANTEE and subcontractors and/or vendors, 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 the 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. INDEMNIFICATION. To the extent permitted by law, GRANTEE shall hold harmless and defend COUNTY, and its agents and employees, from any and all suits and actions including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this Agreement or work performed thereunder. This provision shall also pertain to any claims brought against the COUNTY by any employee of the

named GRANTEE, any subcontractor, or anyone directly or indirectly employed or authorized to perform work by any of them. GRANTEE'S obligation under this provision shall not be limited in any way by the agreed upon Agreement price as shown in this Agreement or GRANTEE'S limit of, or lack of, sufficient insurance protection.

8. 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:

Mr. William Moss, City Manager
City of Naples
735 Eighth Street South
Naples, Florida 34102

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

Gary McAlpin, Director
Coastal Zone Management
Collier County Government
2800 N. Horseshoe Drive
Naples, Florida 34104

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

9. 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.

10. TERMINATION. COUNTY or GRANTEE may cancel this Agreement with or without cause by giving thirty (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.

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

12. 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.

13. AVAILABILITY OF FUNDS: This agreement is subject to the availability of Tourist Development Tax revenues. If for any reason tourist tax funds are not available to fund all or part of this agreement, the COUNTY may upon written notice, at any time during the terms of this agreement, and at its sole discretion, reduce or eliminate funding under this agreement. This Agreement is also subject to the Board of county Commissioners amending the Tourist Development Tax Ordinance No. 92-60, as amended, with a super majority vote to authorize the allocation of funds for major renovation of the Naples Pier.

14. 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 COUNTY.

15. TERM. This Agreement shall become effective on October 1, ~~2013~~ 2014, and shall remain effective until ninety (90) days after completion of the Project described in Exhibit "A", but no later than September 30, 2015.

16. AMENDMENTS. This Agreement may only be amended in writing by mutual agreement of the parties and after recommendation by the Tourist Development Council.

17. REQUEST FOR EXTENSION. Any request for additional time to complete the project described herein or any request for additional tourist development tax funds must be made in writing and received by the County Manager or designee at least thirty (30) days prior to the end date of this Agreement as provided in Section 15, TERM.

18. RECORDATION. This Agreement shall be recorded in the public records of Collier County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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.

DATED: October 24, 2014
ATTEST:
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

[Signature]
Deputy Clerk
Attest as to Chairman's
signature only.

By: [Signature]
TOM HENNING, CHAIRMAN

Approved as to form and legality:

[Signature]
COLLEEN M. GREENE
Assistant County Attorney

ATTEST:

[Signature]
PATRICIA L. RAMBOSK, City Clerk

CITY OF NAPLES

By: [Signature]
JOHN SOREY III, Mayor

Approved as to form and
legal sufficiency:

[Signature]
ROBERT D. PRITT, City Attorney

WITNESSES:

(1) [Signature]
signature

RITA NAUGHTON
Printed/Typed Name

(2) [Signature]
signature

Karla Gibbs
Printed/Typed Name

(corporate seal)

EXHIBIT "A"

BUDGET – CITY OF NAPLES

	Requested
Beach Maintenance	\$160,922.00
Naples Pier Annualized Repair and Maintenance	\$692,449.00
Naples Pier Major Renovation (carry forward from FY 2013/2014)	\$200,000.00
	<hr/>
AGGREGATE TOTAL	\$1,053,371.00

EXHIBIT "B"
REQUEST FOR FUNDS
COLLIER COUNTY TOURIST DEVELOPMENT COUNCIL

EVENT NAME _____

ORGANIZATION _____

ADDRESS _____

CONTACT PERSON _____ TELEPHONE () _____

REQUEST PERIOD FROM _____ TO _____

REQUEST# _____

() INTERIM REPORT () FINAL REPORT

TOTAL CONTRACT AMOUNT \$ _____

<u>EXPENSE</u>	<u>BUDGET</u>	<u>REIMBURSEMENT REQUESTED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

NOTE: Reimbursement of funds must stay within the confines of the Project Expenses outlined in your application. Copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate payment must accompany request for funds. The following will not be accepted for payments: statements in place of invoices; checks or invoices not dated; tear sheets without date, company or organizations name. A tear sheet is required for each ad for each day or month of publication. A proof of an ad will not be accepted.

Each additional request for payment subsequent to the first request, Grantee is required to submit verification in writing that all subcontractors and vendors have been paid for work and materials previously performed or received prior to receipt of any further payments.

If project budget has specific categories with set dollar limits, the Grantee is required to include a spreadsheet to show which category each invoice is being paid from and total of category before payment can be made to Grantee. Organizations receiving funding should take into consideration that it will take a maximum of 45 days for the County to process a check.

Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE _____ TITLE _____

CERTIFICATE OF COVERAGE

ISSUED ON: 10/21/2014

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PX FL1 0112002 14-12

COVERAGE PERIOD: 10/1/2014 TO 10/1/2015 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Collier County Government
Tourist Development Council
 2800 N. Horseshoe Drive
 Naples, Florida 34104

Designated Member
City of Naples
735 Eighth Street South

Naples, FL 34102

LIABILITY COVERAGE
X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
 Limit \$2,000,000 \$200,000 SIR
X Public Officials Liability
 Limit \$1,000,000 \$200,000 SIR
X Employment Practices Liability
 Limit \$1,000,000 \$200,000 SIR
X Employee Benefits Liability
 Limit \$2,000,000 \$200,000 SIR
X Law Enforcement Liability
 Limit \$2,000,000 \$200,000 SIR

WORKERS' COMPENSATION COVERAGE

X Self Insured Workers' Compensation
 \$350,000 Self Insured Retention
X Statutory Workers' Compensation

X Employers Liability
 \$1,000,000 Each Accident
 \$1,000,000 By Disease
 \$1,000,000 Aggregate Disease

PROPERTY COVERAGE
X Buildings & Personal Property
 Per schedule on file with \$25,000 Deductible
 Trust Limit
Note: See coverage agreement for details on wind, flood, and other deductibles.
X Rented, Borrowed and Leased Equipment
 Limit \$50,000 TIV See Schedule for Deductible
X All other Inland Marine
 Limit \$3,183,234 TIV See Schedule for Deductible

AUTOMOBILE COVERAGE
Automobile Liability
 Limit \$2,000,000 \$200,000 SIR
X All Owned
 Specifically Described Autos
X Hired Autos
X Non-Owned Autos

Automobile Physical Damage
X Comprehensive See Schedule for Deductible
X Collision See Schedule for Deductible
X Hired Auto with limit of \$35,000

Garage Keepers

 Liability Limit
 Liability Deductible
 Comprehensive Deductible
 Collision Deductible

NOTE: The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

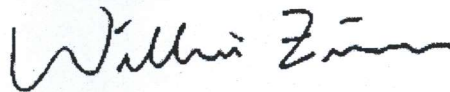
Description of Operations/ Locations/ Vehicles/Special Items:
 Certificate holder is included as an Additional covered Party per PGIT Form 902 with respect to Evidence of Coverage.
This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
 P.O. Box 958455
 Lake Mary, FL 32795-8455

CANCELLATIONS
 SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Producer
Public Risk Insurance Agency
 P. O. Box 2416



Daytona Beach, FL 32115

 AUTHORIZED REPRESENTATIVE

PUBLIC ENTITY

AUTOMATIC ADDITIONAL COVERED PARTIES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT 300**, the **GENERAL LIABILITY COVERAGE FORM, PGIT 200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT 104**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

X **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**
SECTION I - WHO IS A COVERED PARTY

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written "insured contract" to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of your operations, "your work" or facilities owned or used by you.

The coverage afforded to the Additional Covered Party does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

X **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**
SECTION II - WHO IS A COVERED PARTY

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written equipment lease or rental agreement to name as a Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
 - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

X

ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES
SECTION II - WHO IS A COVERED PARTY

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written agreement to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to you by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
 - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the covered party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.