

2016-2017 TOURISM AGREEMENT BETWEEN COLLIER
COUNTY AND THE CITY OF NAPLES FOR FY 17
CATEGORY "A" CITY OF NAPLES PROJECT.

THIS AGREEMENT is made and entered into this 13th day of December, 2016, 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 has submitted applications for Category "A" Tourist Development Tax Funds in the aggregate amount of One Hundred Thousand Dollars (\$100,000.00) for the Naples Lowdermilk Park Concession Pavilion Repair for fiscal year 2016-2017 as described in Exhibit "A" to this Agreement (the "Projects"); and

WHEREAS, the Tourist Development Council ("TDC") made a recommendation to fund this Project using Category A Tourist Development funds and made a recommended finding that this expenditure promotes tourism; and

WHEREAS, the Collier County Board of County Commissioners accept the findings of the TDC and desire to fund the Project as a valid and worthwhile public purpose and find that these 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 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 expenditure 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 One Hundred Thousand Dollars and No/100 (\$100,000.00). 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.

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 "B," 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 "B."

3. ELIGIBLE EXPENDITURES. Only eligible expenditures described in Proposals will be paid by COUNTY. Any expenditure 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 "C." 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 sixty (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 additional insured. The insurance coverages identified in the Certificate of Insurance shall be maintained without interruption from the date of commencement of the Project 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 amount:

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:

Dana A. Souza, Community Service Director
City of Naples
280 Riverside Circle
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:

Barry Williams, Division Director
Parks and Recreation
Collier County Government
15000 Livingston Road
Naples, Florida 34109
BarryWilliams@colliergov.net

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.

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, 2016, and shall remain effective until sixty (60) days after completion of the Project described in Exhibit "A," but no later than November 29, 2017.

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.

19. **PUBLIC RECORDS.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Communication & Customer Relations Division, 3299 East Tamiami Trail, 1st Floor, Naples, Florida, 34112, (239) 252-8069.

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.


2. Upon request from the public agency's custodian of public records, provide the agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract terms and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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.

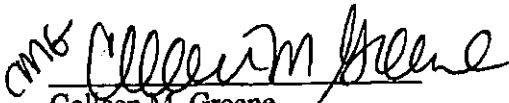
DATED: 12/15/16
ATTEST:
DWIGHT E. BROCK, Clerk


Attest as to Chairman's
signature only.

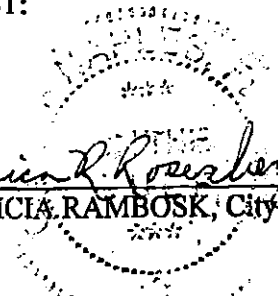

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: 
DONNA FIALA, Chairman

Approved as to form and legality:


Colleen M. Greene
Assistant County Attorney

ATTEST:



PATRICIA RAMBOSK, City Clerk

(corporate seal)
CITY OF NAPLES

By: 
BILL BARNETT, Mayor

Approved as to form and
legal sufficiency:


ROBERT D. PRITT, City Attorney

CATEGORY "A" GRANT APPLICATION

2017 Beach Park Facilities

Naples Lowdermilk Park Concession Pavilion Repair
(Project Title)

1. Name and Address of Project Sponsor Organization:

City Of Naples
736 Eighth Street South
Naples, Florida 34102

2. Contact Person, Title and Phone Number:

Name: Dana A. Souza, Community Services Director
Address: 280 Riverside Circle
City: Naples State: FL ZIP: 34102
Phone: 239/213-7120 FAX: 239/213-7130 Email: dsouza@naplesgov.com

3. Organization's Chief Elected Official and Title:

Hon. John F. Sorey III, Mayor – Through April 6, 2016
Hon. Bill Barnett, Mayor – Beginning April 6, 2016

4. Details of Project- Description and Location:

Description: This is an eligible TDC funded project essential for repairs to the Lowdermilk Park Concession Pavilion. This is for replacement of all the hurricane tie down straps and truss gusset plates at the Lowdermilk Park Concession Pavilion. The original items have all rusted and need to be replaced with stainless steel fasteners so the roof is secured to the roof trusses and frame. Cost estimate includes design, project management and contractor to perform the work.

Location: Signification coordination of effort continues between the City and Collier County concerning beach facility repairs.

5. Estimated project start date: October 1, 2016

6. Estimated project duration: 12 Months

7. Total TDC Tax Funds Requested: \$100,000

8. If the full amount requested cannot be awarded, can the program/project be restructured to accommodate a smaller award?

Yes () No (X)



Naples Lowdermilk Park Concession Pavilion Repair
(Project Title)

PROJECT BUDGET

<u>PROGRAM ELEMENT</u>	<u>AMOUNT</u>
TDC Funds Requested	\$ <u>100,000</u>
City/Taxing District Share	\$ _____
State of Florida Share	\$ _____
Federal Share	\$ _____
 TOTAL	 \$ <u>100,000</u>
 PROJECT EXPENSES: (Engineering, Mobilization, Contractor, Monitoring etc)	
<u>Design, project management and contractor</u>	\$ <u>100,000</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
 TOTAL	 \$ <u>100,000</u>

I have read the Tourist Development Category "A" Beach Funding Policy covering Beach Park Facilities and agree that my organization will comply with all guidelines and criteria.

A. William Moss
A. William Moss, City Manager

3/22/16
Date

ADDITIONAL INFORMATION

ELIGIBILITY: Beach Facility repair will take place on the main concession pavilion in Lowdermilk Park. The project boundary location is within the City's jurisdictional boundary in Collier County.

ORGANIZATIONAL CAPACITY: The City of Naples will be the primary recipient and lead agency for controlling and completing all aspects and activities proposed in this grant application. The City will remain the lead agency for the duration of funding and will be the sole point of contact for all matters related to this proposal. The City has the managerial and financial capability to ensure proper planning, management, and completion of the project described in this application.

BUDGET ASSURANCES: Dual Compensation: If a City project staff member or consultant is involved simultaneously in two or more projects, the staff will not be compensated for more than 100% of their time for any such dual involvement.

PROJECT LOCATION MAP:



EXHIBIT "B"

BUDGET - CITY OF NAPLES

Naples Lowdermilk Park
Concession Pavillion Repair

\$100,000.00

AGGREGATE TOTAL

\$100,000.00

EXHIBIT "C"
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>
1 _____	_____	_____
_____	_____	_____
_____	_____	_____
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 _____