

**2025-2026 TOURIST DEVELOPMENT TAX
GRANT AGREEMENT BETWEEN
COLLIER COUNTY AND THE CITY OF MARCO ISLAND
BEACH PARK FACILITIES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of Marco Island, ("GRANTEE") and Collier County, a political subdivision of the State of Florida, ("COUNTY").

RECITALS:

WHEREAS, CITY has submitted a grant application for Tourist Development Tax Funds in the aggregate amount of One Hundred Forty-Seven Thousand and Five Hundred Dollars (\$147,500) for the City of Marco Island Beach Park Facilities Projects Beach for fiscal year 2025-2026 as described in Exhibit "A," Grant Application, to this Agreement (the "Project"); and

WHEREAS, the Coastal Advisory Committee and the Tourist Development Council have reviewed the Grant Application and made recommendations to approve funding these expenditures and have also made findings that these expenditures promote tourism; and

WHEREAS, the Board of County Commissioners desires to fund the Project with Tourist Development Tax and finds 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 a detailed application outlining the Projects to be accomplished, along with a project budgets, as part of the grant application process, attached as Exhibit "A." GRANTEE shall provide the project activities outlined in the Grant Application within the budgeted amounts provided in the Grant Application. GRANTEE shall not be

reimbursed for any expenditures not included in the Grant Application nor be reimbursed for amounts in excess of those provided in the Grant Application 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 \$147,500. 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 designee. The County Manager, or 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 to 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 Proposal 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 "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 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 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 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.

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:

Casey Lucius, Ph.D., Assistant City Manager
City of Marco Island
50 Bald Eagle Drive
Marco Island, Florida 34145
clucius@cityofmarcoisland.com

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:

Jay Tusa, Director
Collier County Tourism Division
2660 Horseshoe Drive N. #105
Naples, Florida 34104
Jay.Tusa@colliercountyfl.gov

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, 2025 and shall remain effective until sixty (60) days after completion of the Project described in Exhibit "A", but no later than September 30, 2026.

16. AMENDMENTS. This Agreement may only be amended in writing by mutual agreement of the parties and after recommendation by the Tourist Development Council if appropriate, i.e. pertaining to the expenditure of Tourist Development Tax.

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.

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:
ATTEST:
CRYSTAL Kinzel, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

, Deputy Clerk

By: _____
Chris Hall, Chairman

Approved as to form and
legality:

Colleen M. Greene
Managing Assistant County Attorney

ATTEST:

(corporate seal)
CITY OF MARCO ISLAND

Joan Taylor, City Clerk

By: _____
Jared Grifoni, Chairman, City Council

Approved as to form and
legal sufficiency:

Alan Gabriel, City Attorney

**COLLIER COUNTY TOURIST DEVELOPMENT COUNCIL
CATEGORY "A" GRANT APPLICATION**

Fiscal Year 25 (Project) _____ Marco Island Public Beach Access Improvements

1. Name and Address of Project Sponsor Organization:

City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

2. Contact Person, Title and Phone Number:

Casey Lucius, Assistant City Manager, 239-389-3969

3. Organization's Chief Official and Title:

Michael McNeas, City Manager
Jared Grifoni, City Council Chairman

4. Details of Project-Description and Location:

The City owns and maintains two public beach access corridors located at S. Collier Blvd and Maple Ave. (435 feet long), and at S. Collier Blvd and Winterberry Drive (530 feet long). Public parking is available near the access points. The proposed project would improve the functionality of these corridors to accommodate the growing use, provide opportunities to educate beachgoers about the unique ecology of southwest Florida shoreline and wildlife, and improve the overall appearance of the access corridors. The project will include bicycle parking, improved landscaping with native plants, lighting for safety that meets sea turtle lighting requirements, educational signs, and public art.

Below are pictures showing opportunities for bike racks, education, lighting and public art.

5. Estimated project start date: January 2025

6. Estimated project duration: 8 months

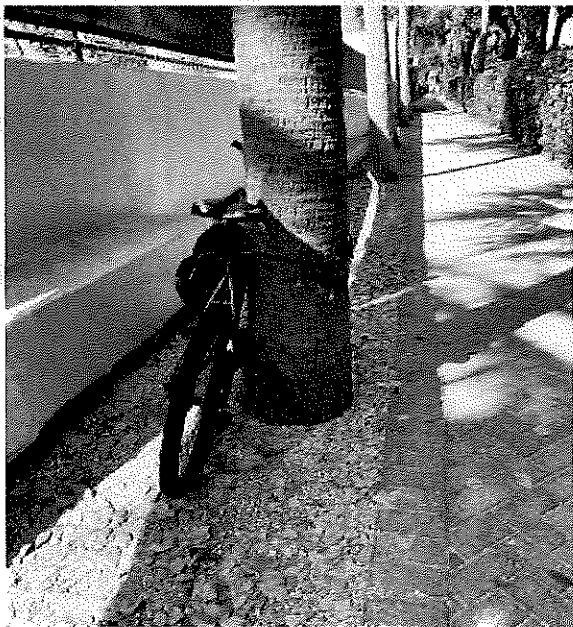
7. Total TDC Tax Funds Requested: ~~\$283,500~~ → **\$147,500**

8. If the full amount requested cannot be awarded, can the program/project be restructured to accommodate a smaller award? Yes (x) No ()

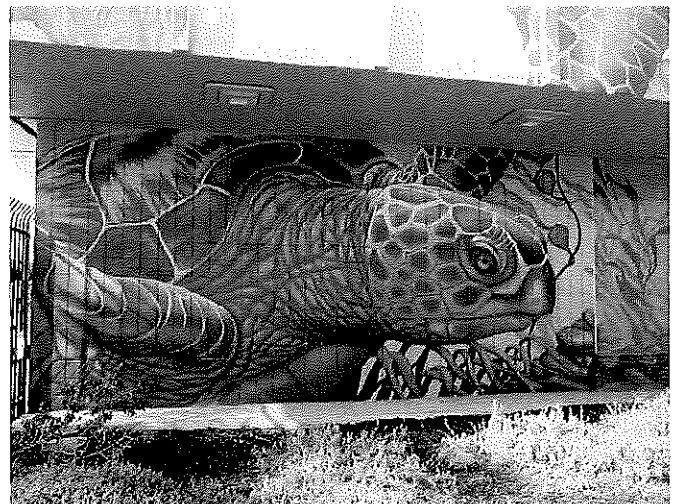
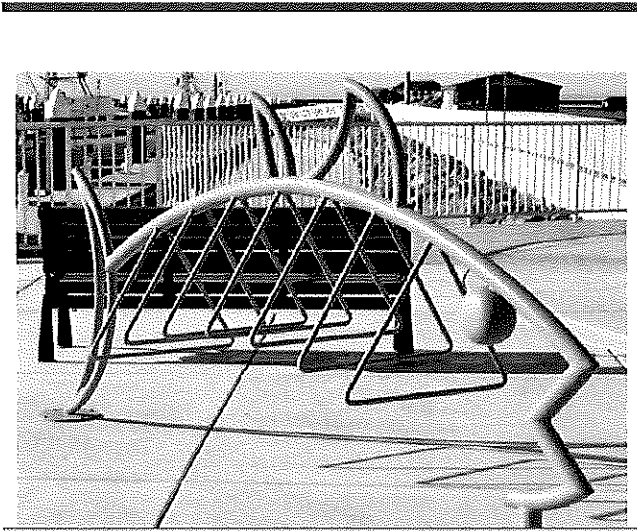
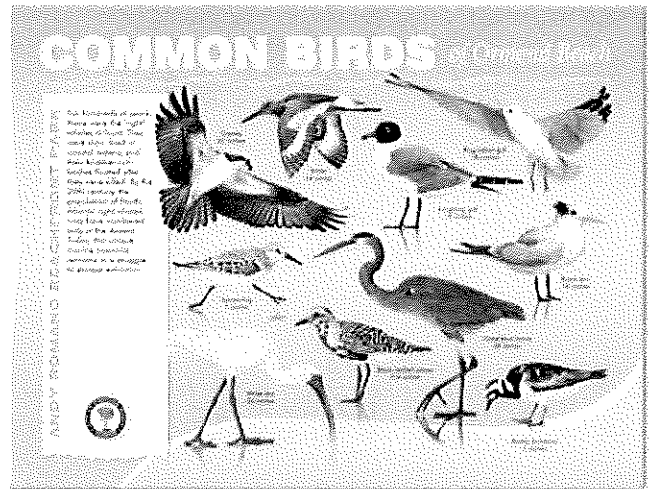
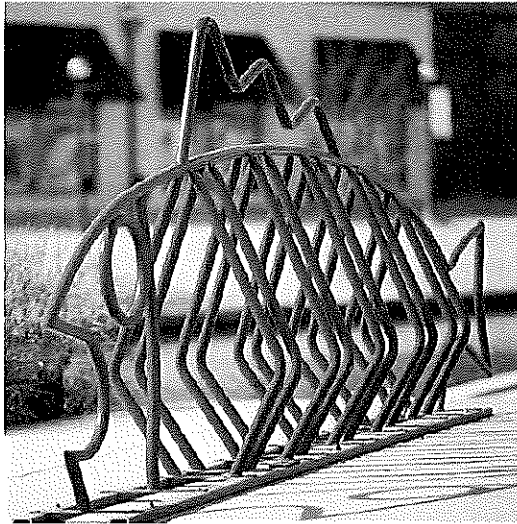
EXHIBIT

A

Current photos (taken in 2023)



Future possibilities:



COLLIER COUNTY TOURIST DEVELOPMENT COUNCIL
CATEGORY "A" GRANT APPLICATION

Fiscal Year 25 _(Project)_____ Marco Island Public Beach Access Beautification

PROJECT
BUDGET

<u>PROJECT ELEMENT</u>	<u>AMOUNT</u>
TDC Funds Requested	\$283,500 \$147,500.
City/Taxing District Share	\$121,500
State of Florida Share	0
Federal Share	0
TOTAL	\$405,000 \$269,000.

PROJECT EXPENSES:

For both beach corridors:

Boundary and topographic survey: \$15,000

Paver repairs: \$30,000

Shower drainage (one): \$5,000

~~Wall mural/wall improvements: \$100,000~~

Signage: \$10,000

Bike racks: 10,000

Bollard lights: \$70,000

Conduits: \$14,000

Landscape elements: \$40,000

Sleeves and irrigation: \$30,000

Electrical engineering: \$25,000

Landscape architecture; \$20,000

~~Contingency: 36,000~~

(no DEP permit required)

(No restrictive easements)

TDC Funds requested: ~~\$283,500~~ **\$147,500.**

MILESTONES:

1. Design survey completed including boundary and topographic surveys
2. Designs completed from landscape architect and electrical engineer
3. Call to artists for public art/wall mural.
4. Public bid for electrical work and landscape work
5. Project completion

EXHIBIT "B"

BUDGET – CITY OF MARCO ISLAND
BEACH PARK FACILITIES
S. Collier Blvd and Maple Ave.
S. Collier Blvd and Winterberry Drive

Boundary and topographic survey: \$15,000
Paver repairs: \$30,000
Shower drainage (one): \$5,000
Signage: \$10,000
Bike racks: 10,000
Bollard lights: \$70,000
Conduits: \$14,000
Landscape elements: \$40,000
Sleeves and irrigation: \$30,000
Electrical engineering: \$25,000
Landscape architecture; \$20,000

AGGREGATE TOTAL		\$269,000
	- (City)	\$121,500
TDC Total:		\$147,500

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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
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 _____