

**2024-2025 TOURIST DEVELOPMENT TAX  
GRANT AGREEMENT BETWEEN  
COLLIER COUNTY AND THE CITY OF MARCO ISLAND  
CATEGORY "A" PROJECT TIGERTAIL LAGOON**

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 Three Hundred Fifty Thousand Dollars (\$350,000) for the City of Marco Island Tigertail Lagoon-Sand Dollar Island Ecosystem Maintenance Project for fiscal year 2024-2025 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 Project 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 Three Hundred and Fifty Thousand Dollars (\$350,000.00). 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 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, no later than ten (10) days prior to the commencement of construction. 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:

Justin Martin, P.E., Director of Public Works  
City of Marco Island  
50 Bald Eagle Drive  
Marco Island, Florida 34145  
JMartin@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:

Andrew Miller, Manager  
Coastal Zone Management  
Collier County Government  
2685 S. Horseshoe Drive  
Naples, Florida 34104  
Andrew.Miller@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, 2024 and shall remain effective until sixty (60) days after completion of the Project described in Exhibit "A", but no later than September 30, 2025.

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

\_\_\_\_\_  
, City Clerk

By: \_\_\_\_\_  
Jared Grifoni, Chairman

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
, City Attorney

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

**Fiscal Year 25 Project**

**Tigertail Lagoon-Sand Dollar Island Ecosystem Maintenance, Marco Island**

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**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:**

Jusin Martin, PE., Director of Public Works,  
239-389-5184

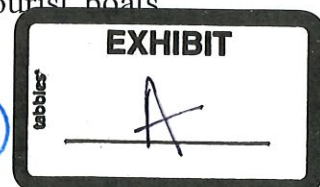
**3. Organization's Chief Official and Title:**

Michael McNees, City Manager  
Jared Grifoni, City Council Chairman

**4. Details of Project-Description and Location:**

The Tigertail Lagoon/Sand Dollar Island Ecosystem Restoration project is a City of Marco Island project designed to restore and protect a valuable ecosystem which includes recreational assets and tourist attractions. The project in its entirety is located on public beach and wetland areas designated as Critical Wildlife Area by the State of Florida and can only be accessed by land through Collier County Tigertail Beach Park at the south part of the system. The project is in the public interest providing environmental, social and economic benefits and storm protection.

The Tigertail Lagoon and Sand Dollar Island ecosystem is a protected natural preserve and a Critical Wildlife Area that provides valuable habitat for a variety of birds, sea turtles, manatees, and seagrasses. Tigertail Lagoon and Sand Dollar Island are also valuable Marco Island recreational resources for residents and tourists for birding, fishing, kayaking, paddle boarding, kitesurfing, and, on the northern half, boating. The ecosystem is accessed by the public via Collier County's Tigertail Beach Park at the southern end of the lagoon and via boat at the northern end of the lagoon. Tigertail Beach is one of 510 points on the Great Florida Birding and Wildlife Trail and is considered one of the best all-around birding spots in southwest Florida. Reader's Digest recently named this area as one of the "15 Best Beaches in Florida Locals Want to Keep Secret." The County Park is one of only three public beach access points on Marco Island and receives over 200,000 visitors annually. It has a relatively large public parking area, playground, and bathrooms. A shuttle bus runs from some hotels to the park. Private, rental, and commercial tourist boats





access the lagoon from its northern entrance. The Tigertail Lagoon and Sand Dollar Island system was impacted by Hurricane Irma in 2017 and was evolving toward closure when it was further impacted by Hurricane Ian in September 2022.

The City of Marco Island and Collier County funded the initial ecosystem restoration project in 2022-2023 which included restoration of the collapsing part of Sand Dollar Island and lagoon with approximately 500,000 cubic yards of sand sourced from shoaling areas within the system and authorized nearshore borrow areas. The project also restored wetland areas and tidal flow to the south part of Tigertail Lagoon, improving water quality and maintaining environmental habitats and recreational benefits. The City of Marco conducts all the necessary project management, biological and physical monitoring, and maintenance required for permit compliance.

The proposed maintenance in this application is part of the ecosystem restoration maintenance plan to recycle sand from the authorized sand trap borrow area at the tip of Sand Dollar Island and place the sand to restore the beach berm in vulnerable areas on the west part of the constructed beach berm. The limited sand recycling is planned for approximately 40,000 cubic yards at a 2-year cycle to maintain the integrity of the constructed berm. This work will be completed using mechanical equipment outside of bird and sea turtle nesting seasons.

5. **Estimated project start date:** November 2024
6. **Estimated project duration:** 1-2 months
7. **Total TDC Tax Funds Requested:** \$350,000
8. **If the full amount requested cannot be awarded, can the program/project be restructured to accommodate a smaller award?**  
Yes (x) No ( )

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

**Fiscal Year 25 Project  
Tigertail Lagoon-Sand Dollar Island Ecosystem Maintenance, Marco Island**

**PROJECT  
BUDGET**

<b><u>PROJECT ELEMENT</u></b>	<b><u>AMOUNT</u></b>
TDC Funds Requested	\$350,000
City/Taxing District Share	\$186,000
State of Florida Share	0
Federal Share	0
<b>TOTAL</b>	<b>\$536,000</b>

**PROJECT EXPENSES 2024-2025**

Annual environmental monitoring, surveying, project management and permit compliance maintenance	\$186,000
2024-2025 operational maintenance to maintain flow channel & beach berm and limit spit growth to the north	
• Construction cost	\$300,000
• Engineering and environmental support	\$50,000

**TDC Funds requested - \$350,000**

**MILESTONES**

1. Annual monitoring survey and biological monitoring	June-September 2024
2. Construction plans and technical specifications	May 2024
3. Project procurement and contractor selection	August 2024
4. Project construction	November 2024-Jan 2025
5. Project completion and permit compliance reporting	February 2025



EXHIBIT "B"

BUDGET – CITY OF MARCO ISLAND

Tigertail Lagoon Project

2024-2025 operational maintenance to maintain flow channel  
and beach berm and limit spit growth to the north

- Construction cost \$300,000
- Engineering and environmental support \$50,000

AGGREGATE TOTAL \$350,000



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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
<b>TOTALS</b>	_____	_____

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 \_\_\_\_\_

