

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
BARRIER ISLAND PARK SOCIETY  
FOR  
GASPARILLA ISLAND LIGHTHOUSE & WALKINGTRAIL MAINTENANCE (401710)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the BARRIER ISLAND PARK SOCIETY hereinafter referred to as “**RECIPIENT**”, for funding provided Pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/07/21 R

**NAME: Gasparilla Island Lighthouse & Walking Trail Maintenance**

**NUMBER: 401710**

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.

1.2 The parties acknowledge that the Project is for *maintenance of the Gasparilla Island Lighthouse walking trails*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Forty thousand one hundred seventy five dollars (\$40,175.00). The **COUNTY** will reimburse the

**RECIPIENT** for an amount not to exceed Forty thousand one hundred seventy five dollars (\$40,175.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed *Forty thousand one hundred seventy five dollars (\$40,175.00)*.
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10)

days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.

5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and

costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

*Barrier Island Park Society, Executive Director  
880 Belcher Road  
Boca Grande, FL 33921*

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]  
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

BY: [Signature]  
Witness

BARRIER ISLAND PARK SOCIETY

BY: [Signature]  
Administrator

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
BARRIER ISLAND PARK SOCIETY  
FOR  
PORT BOCA GRANDE LIGHTHOUSE BEACH MAINTENANCE & ENHANCEMENT  
(400964)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the "**COUNTY**" and the BARRIER ISLAND PARK SOCIETY hereinafter referred to as "**RECIPIENT**", for funding provided Pursuant to the **COUNTY'S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

**NAME: PORT BOCA GRANDE LIGHTHOUSE BCH MAINTENANCE  
& ENHANCEMENT**

**NUMBER: 400964**

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *an enhancement and maintenance of the Port Boca Grande Lighthouse beach..*

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Eleven thousand eight hundred ninety six dollars (\$11,896.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Eleven thousand eight hundred

ninety six dollars (\$11,896.00 during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed *Eleven thousand eight hundred ninety six dollars (\$11,896.00)*.
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director,

Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

#### 4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

#### 5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.

5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and

costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

*Barrier Island Park Society, Executive Director*  
*880 Belcher Road*  
*Boca Grande, FL 33921*

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 20 21.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]  
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

BY: [Signature]  
Witness

BARRIER ISLAND PARK SOCIETY

BY: [Signature]  
Administrator

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
CAPTIVA EROSION PREVENTION DISTRICT  
FOR  
BEACH PARK MAINTENANCE (401911)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the "**COUNTY**" and the CAPTIVA EROSION PREVENTION DISTRICT hereinafter referred to as "**RECIPIENT**", for funding provided pursuant to the **COUNTY'S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/07/21 R

**NAME:** *Beach Park Maintenance*

**NUMBER:** *401911*

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.

1.2 The parties acknowledge that the Project is for *maintenance of the beach on Captiva*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be One hundred twenty seven thousand five hundred dollars (\$127,500.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed One hundred

twenty seven thousand five hundred dollars and no cents (\$127,500.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed One hundred twenty seven thousand five hundred dollars. (\$127,500.00)
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10)

days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.

5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and

costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

*CAPTIVA EROSION PREVENTION DISTRICT, Administrator  
11513 Andy Rosse Lane, Unit 4  
Captiva, FL 33924*

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]

Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY



ATTEST:

CAPTIVA EROSION PREVENTION DISTRICT

BY: [Signature]  
ADMINISTRATOR

BY: [Signature]  
TREASURER

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
CAPTIVA EROSION PREVENTION DISTRICT  
FOR  
ALISON HAGERUP PARKING LOT UPGRADES (400963)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the "**COUNTY**" and the CAPTIVA EROSION PREVENTION DISTRICT hereinafter referred to as "**RECIPIENT**", for funding provided pursuant to the **COUNTY'S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/07/21 R

**NAME: ALISON HAGERUP PARKING LOT UPGRADES**

**NUMBER: 400963**

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *Alison Hagerup Parking lot improvements*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Two hundred thirty one thousand dollars (\$231,000.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Two hundred thirty one thousand dollars (\$231,000.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Two hundred thirty one thousand dollars (\$231,000.00).
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of

notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the **COUNTY'S** final determination. The **RECIPIENT'S** continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the **RECIPIENT** concerning the dispute.

#### 4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

#### 5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.
- Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.
- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

*CAPTIVA EROSION PREVENTION DISTRICT, Administrator  
11513 Andy Rosse Lane, Unit 4  
Captiva, FL 33924*

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]  
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

CAPTIVA EROSION PREVENTION DISTRICT

BY: [Signature]  
ADMINISTRATOR

BY: [Signature]  
TREASURER

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CITY OF CAPE CORAL  
FOR  
BEACH PARK FACILITY MAINTENANCE (401926)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the CITY OF SANIBEL hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

AS  
12/07/21R

**NAME:** *Beach Park Facility Maintenance*

**NUMBER:** *401926*

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *maintenance of beach and shoreline facilities in Cape Coral*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be One hundred thirty eight thousand dollars (\$138,000.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed One hundred thirty eight thousand dollars and no cents (\$138,000.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed One hundred thirty eight thousand dollars. (\$138,000.00)
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County

Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

#### 4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

#### 5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.

8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services

associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.

8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.

8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

## 9. TERMINATION

9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
- b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

*CITY OF CAPE CORAL, City Manager  
1015 Cultural Park Blvd  
Cape Coral, FL 339901*

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]  
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

ATTEST:  
CITY CLERK

BY: [Signature]

CITY OF CAPE CORAL, FLORIDA

BY: [Signature]

APPROVED AS TO FORM

BY: [Signature]  
CITY ATTORNEY'S OFFICE

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CITY OF FORT MYERS  
FOR  
LEGACY ISLAND STABILIZATION & BEACH PROJECT (403278)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the "COUNTY" and the CITY OF FORT MYERS hereinafter referred to as "RECIPIENT", for funding provided pursuant to the COUNTY'S Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the COUNTY has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the COUNTY and RECIPIENT acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the COUNTY approved the RECIPIENT'S request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/07/21R

**NAME: Legacy Island Stabilization & Beach Project**

**NUMBER: 403285**

**NOW, THEREFORE,** for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

**1. SCOPE OF WORK**

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *shoreline stabilization and improvements for public access to Legacy Island*.

**2. CONTRACT PERIOD**

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

**3. FUNDING**

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Two hundred seventy nine thousand one hundred eighty dollars (\$279,180.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Two hundred

seventy nine thousand one hundred eighty dollars and no cents (\$279,180.00) during the COUNTY'S fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Two hundred seventy nine thousand one hundred eighty dollars. (\$279,180.00)
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director,

Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

4. **COMPLETION DATES**

The RECIPIENT shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tomado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the RECIPIENT, the RECIPIENT'S obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the RECIPIENT is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the COUNTY written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the RECIPIENT'S obligations provided for in this paragraph shall be the RECIPIENT'S sole remedy for the delays set forth herein.

5. **REPAYMENT**

- 5.1 Notwithstanding anything in this Agreement to the contrary, COUNTY has an absolute right to recoup Grant Funds. COUNTY may refuse to reimburse RECIPIENT for any cost if COUNTY determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. COUNTY may demand return of the Grant Funds if COUNTY terminates this Agreement.
- 5.2 In the event the RECIPIENT is obligated to repay the COUNTY under any paragraph of this Agreement, the RECIPIENT shall repay the COUNTY within a reasonable time, as determined by the COUNTY in its sole discretion.
- 5.3 The RECIPIENT shall pay attorney's fees and costs incurred by the COUNTY, including appeals, as a result of the RECIPIENT'S failure to repay the COUNTY as required by this Agreement.

5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. **PROJECT RECORDS**

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. **REPORTS**

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. **LIABILITY AND INDEMNIFICATION**

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and

costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which,

collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. **MISCELLANEOUS**

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. **CONTACT INFORMATION**

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

*CITY OF FORT MYERS, City Manager*  
*2200 Second St*  
*Fort Myers, FL 33901*

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day

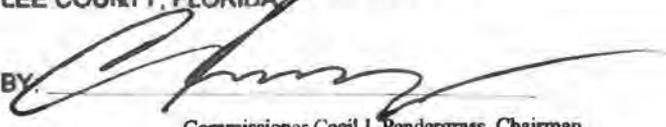
following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 20 21.

ATTEST:  
LINDA DOGGETT, CLERK

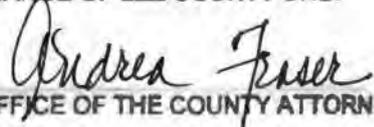
BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY:   
DEPUTY CLERK

BY:   
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

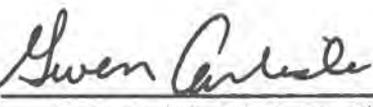


APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY:   
OFFICE OF THE COUNTY ATTORNEY

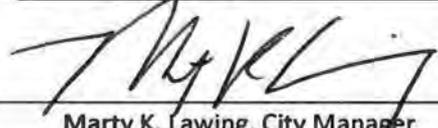
CITY OF FORT MYERS, FLORIDA  
a Municipal Corporation

By:   
Kevin B. Anderson, Mayor

Attest:   
Gwen Carlisle, MMC, City Clerk

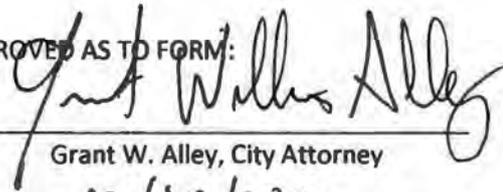
Date: 11-2-21

Date: 11/2/2021

By:   
Marty K. Lawing, City Manager

Date: 11-2-21



APPROVED AS TO FORM:  
By:   
Grant W. Alley, City Attorney

Date: 10/28/2021

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CITY OF SANIBEL  
FOR  
FACILITY BEACH MAINTENANCE (401656)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the CITY OF SANIBEL hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/09/21 R

**NAME:**        *Facility Beach Maintenance*

**NUMBER:**    *401656*

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1.    SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1    The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2    The parties acknowledge that the Project is for Sanibel *Facility Beach Maintenance*.

2.    CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3.    FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be One Million six hundred five thousand one hundred dollars (\$1,605,100.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed One Million six

hundred five thousand one hundred dollars and no cents (\$1,605,100.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed One Million six hundred five thousand one hundred dollars.(\$1,605,100.00)
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director,

Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

#### 4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

#### 5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.

5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and

costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

City of Sanibel, City Manager  
800 Dunlop Road  
Sanibel, FL 33957

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]  
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

ATTEST:  
CITY CLERK

BY: [Signature]  
OFFICIAL  
CITY  
SEAL  
Incorporated Nov. 5, 1974

CITY OF SANIBEL, FLORIDA

BY: [Signature]

APPROVED AS TO FORM

BY: [Signature]  
CITY ATTORNEY'S OFFICE

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CITY OF SANIBEL  
FOR  
BEACH AND SHORELINE EROSION SURVEY(401747)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the "**COUNTY**" and the CITY OF SANIBEL hereinafter referred to as "**RECIPIENT**", for funding provided pursuant to the **COUNTY'S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/07/21 R

**NAME:** *Beach and Shoreline Erosion Survey*

**NUMBER:** *401747*

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *surveying beach and shoreline erosion on Sanibel*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Forty thousand dollars (\$40,000.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Forty thousand dollars and no cents (\$40,000.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed *Forty thousand dollars. (\$40,000.00)*
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The

Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.

8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall

the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.

- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

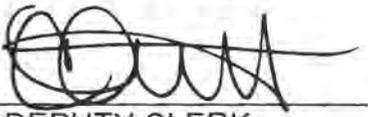
**RECIPIENT**

City of Sanibel, City Manager  
800 Dunlop Road  
Sanibel, FL 33957

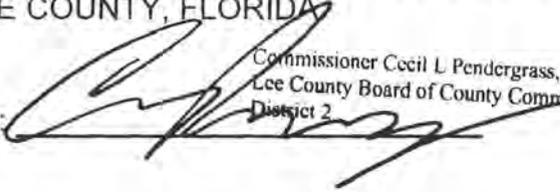
The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

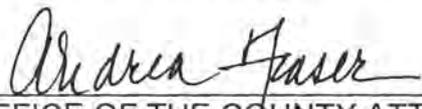
BY:   
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY:   
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2



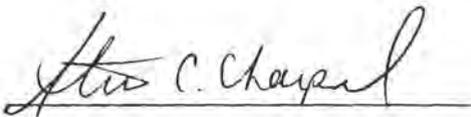
APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY:   
OFFICE OF THE COUNTY ATTORNEY

ATTEST:  
CITY CLERK

BY:   


CITY OF SANIBEL, FLORIDA

BY: 

APPROVED AS TO FORM

BY:   
CITY ATTORNEY'S OFFICE

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CITY OF SANIBEL  
FOR  
BOWMANS BEACH MAIN ACCESS BRIDGE REPLACEMENT (401708)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the "**COUNTY**" and the CITY OF SANIBEL hereinafter referred to as "**RECIPIENT**", for funding provided pursuant to the **COUNTY'S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/09/21R

**NAME: BOWMANS BEACH MAIN ACCESS BRIDGE REPLACEMENT**

**NUMBER: 401708**

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.

1.2 The parties acknowledge that the Project is for *replacement of the main beach access bridge at Bowman's Beach Park on Sanibel*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Two hundred twenty five thousand dollars (\$225,000.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Two hundred twenty five thousand dollars and no cents (\$225,000.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Two hundred twenty five thousand dollars. (\$225,000.00)
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County

Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.

8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services

associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.

8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.

8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
- b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which,

collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.

15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

City of Sanibel, City Manager  
800 Dunlop Road  
Sanibel, FL 33957

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day

following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 17<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]  
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

ATTEST:  
CITY CLERK

BY: [Signature]  
OFFICIAL  
CITY CLERK  
SEAL  
Incorporated Nov. 5, 1974



CITY OF SANIBEL, FLORIDA

BY: [Signature]

APPROVED AS TO FORM

BY: [Signature]  
CITY ATTORNEY'S OFFICE

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CITY OF SANIBEL  
FOR  
CHANGING ROOM REHAB AT BOWMAN'S BEACH PARK (403284)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the "**COUNTY**" and the CITY OF SANIBEL hereinafter referred to as "**RECIPIENT**", for funding provided pursuant to the **COUNTY'S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT'S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/07/21R

**NAME: CHANGING ROOM REHAB AT BOWMAN'S BEACH PARK**

**NUMBER: 403284**

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *Rehab of the changing rooms at Bowman's Beach Park*

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Two hundred thousand dollars (\$200,000.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Two hundred thousand dollars and no cents (\$200,000.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Two hundred thousand dollars. (\$200,000.00)
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County

Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

#### 4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

#### 5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

- 7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.
- 7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.
- 7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

- 8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.
- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall

the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.

- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

City of Sanibel, City Manager  
800 Dunlop Road  
Sanibel, FL 33957

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

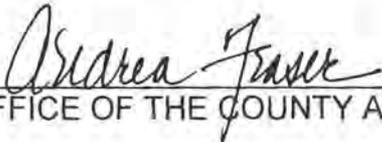
BY:   
DEPUTY CLERK



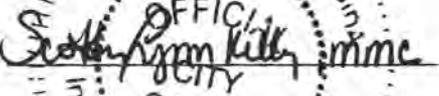
BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY:   
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY:   
OFFICE OF THE COUNTY ATTORNEY

ATTEST:  
CITY CLERK

BY:   
OFFICIAL  
CITY  
SEAL  
Incorporated Nov. 5, 1974



CITY OF SANIBEL, FLORIDA

BY: 

APPROVED AS TO FORM

BY:   
CITY ATTORNEY'S OFFICE

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE TOWN OF FORT MYERS BEACH  
FOR  
BEACH AND SHORELINE MAINTENANCE (401895)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the TOWN OF FORT MYERS BEACH hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/07/21R

**NAME: BEACH AND SHORELINE MAINTENANCE**

**NUMBER: 401895**

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *BEACH AND SHORELINE MAINTENANCE on Fort Myers Beach*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Eight hundred sixty two thousand eight hundred seventy five dollars (\$862,875.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Eight hundred

sixty two thousand eight hundred seventy five dollars and no cents (\$862,875.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Eight hundred sixty two thousand eight hundred seventy five dollars (\$862,875.00)
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director,

Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

#### 4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

#### 5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.

5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., and the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and

costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

TOWN OF FORT MYERS BEACH, Town Manager  
2525 Estero Blvd  
Fort Myers Beach, FL 33931

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]  
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

ATTEST:  
TOWN CLERK

[Signature]  
BY: [Signature]  
TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA

BY: [Signature]

APPROVED AS TO FORM

BY: [Signature]  
TOWN ATTORNEY'S OFFICE

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE TOWN OF FORT MYERS BEACH  
FOR  
BEACH EROSION MONITORING (403278)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the TOWN OF FORT MYERS BEACH hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/07/21 R

**NAME:** *Beach Erosion Monitoring*

**NUMBER:** *403278*

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *monitoring of beach erosion on Fort Myers Beach*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Thirty two thousand thirteen dollars (\$32,013.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Thirty two thousand thirteen dollars and no cents (\$32,013.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed *Thirty two thousand thirteen dollars. (\$32,013.00)*
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County

Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

#### 4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

#### 5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., and the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

## 9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which,

collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.

15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

*TOWN OF FORT MYERS BEACH, Town Manager  
2525 Estero Blvd  
Fort Myers Beach, FL 33931*

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day

following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]

Commissioner Cecil L Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY



ATTEST:  
TOWN CLERK

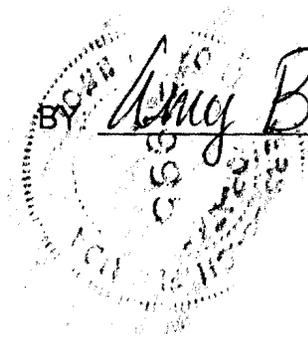
TOWN OF FORT MYERS BEACH, FLORIDA

BY: [Signature]

BY: [Signature]

APPROVED AS TO FORM

BY: [Signature]  
TOWN ATTORNEY'S OFFICE



**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE TOWN OF FORT MYERS BEACH  
FOR  
ESTERO ISLAND BEACH RENOURISMENT EXTENSION PERMITTING & DESIGN  
(403307)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the TOWN OF FORT MYERS BEACH hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/07/21R

**NAME: ESTERO ISLAND BEACH RENOURISHMENT EXTENSION  
PERMITTING & DESIGN**

**NUMBER: 403307**

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.

1.2 The parties acknowledge that the Project is *for permitting and design of the Estero Island Beach Renourishment Extension*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Forty thousand dollars (\$40,000.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount

not to exceed Forty thousand dollars and no cents (\$40,000.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed *Forty thousand dollars. (\$40,000.00)*
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director,

Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

#### 4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

#### 5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.

5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., and the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and

costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

TOWN OF FORT MYERS BEACH, Town Manager  
2525 Estero Blvd  
Fort Myers Beach, FL 33931

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 17th day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]

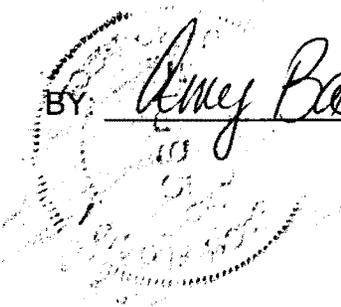
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

ATTEST:  
TOWN CLERK

BY: [Signature]



TOWN OF FORT MYERS BEACH, FLORIDA

BY: [Signature]

APPROVED AS TO FORM

BY: [Signature]  
TOWN ATTORNEY'S OFFICE

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE TOWN OF FORT MYERS BEACH  
FOR  
BEACH ACCESS PUBLIC RESTROOM AT PALM AVENUE (400962)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the TOWN OF FORT MYERS BEACH hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

AS  
12/07/21 R

**NAME:** *BEACH ACCESS PUBLIC RESTROOM @ PALM AVE.*

**NUMBER:** *400962*

**NOW, THEREFORE,** for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *BEACH ACCESS PUBLIC RESTROOM @ PALM AVE.*

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Ninety five thousand dollars (\$95,000.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Ninety five thousand dollars and no cents (\$95,000.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Ninety five thousand dollars (\$95,000.00)
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The

Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., and the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.

8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services

associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.

8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.

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## 9. TERMINATION

9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
- b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

TOWN OF FORT MYERS BEACH, Town Manager  
2525 Estero Blvd  
Fort Myers Beach, FL 33931

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]

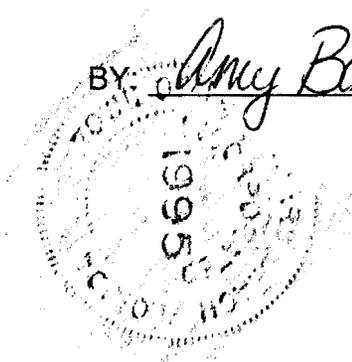
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

ATTEST:  
TOWN CLERK

BY: [Signature]



TOWN OF FORT MYERS BEACH, FLORIDA

36

BY: [Signature]

APPROVED AS TO FORM

BY: [Signature]  
TOWN ATTORNEY'S OFFICE

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FOR  
GASPARILLA LIGHTHOUSE BEACH SHADE STRUCTURE (400958)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the Florida Department of Environmental Protection, Division of Recreation and Parks, Gasparilla Island State Park, a state agency of the State of Florida hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/07/21 R

**NAME:           GASPARILLA LIGHTHOUSE BEACH SHADE  
                          STRUCTURE**

**NUMBER:   400958**

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1.    SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

1.1   The parties agree that time is of the essence in the performance of each obligation under this Agreement.

1.2   The parties acknowledge that the Project is for *construction of a shade structure at Gasparilla Lighthouse Beach Park*.

2.    CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3.    FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be One hundred eighty seven thousand dollars (\$187,000.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed One hundred eighty seven

thousand dollars and no cents (\$187,000.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed One hundred eighty seven thousand dollars. (\$187,000.00)
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director,

Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

#### 4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

#### 5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.

5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

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7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and

costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
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- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

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The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

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If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

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The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

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- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

FL DEP - DIVISION OF RECREATION & PARKS  
Manager, Gasparilla Island State Park  
800 Belcher Road  
Boca Grande, FL 33921

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]  
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION, DIVISION  
OF RECREATION AND PARKS, Gasparilla  
Island State Park

BY: [Signature]

BY: [Signature]

## EXHIBIT "A" PROJECT PLAN

### PROJECT DESCRIPTION

The PROJECT is a cooperative funding project located within *Gasparilla Island State Park* in Lee County. The PROJECT is consistent with the park's unit management plan and maintenance plan for the structure of the *Shade Structure*.

The PROJECT is to remove and *replace the existing shade structure. The existing shade structure is in poor condition. Project has previously been designed and permitted and is ready for construction phase.*

### MEASURABLE BENEFIT

The replacement of current shade structure with better ADA access.

### PROJECT TASKS

Key tasks to be performed by the **DEP**:

1. *SHADE STRUCTURE REMOVE AND REPLACEMENT* – Request for bids will be conducted by the **DEP** for the scope of work to include removing existing and replacing with a new shade structure. Bids will be reviewed with the Department of Environmental Protection Bureau of Design and Construction prior to proceeding with the PROJECT.
  
2. *FINAL REPORT* – The DEP shall prepare a final report to be submitted to the COUNTY. Electronic and hardcopy files will be stored by the **DEP**.

### DELIVERABLES

- Beach and Shoreline Project Status Report submitted in March and September
- Beach and Shoreline Project Status Report submitted with Request for Reimbursements
- Removal and Replacement of shade structure
- Copy of executed contract with contractor
- One (1) set, electronic and hardcopy, of any final reports, Project Status Report Forms, purchasing forms and receipts

### DELIVERABLE REVIEW TIMES

The **COUNTY** shall provide a written response to the **DEP** within twenty (20) business days of receipt of each deliverable specified below including supporting documentation. The **DEP** shall respond to the **COUNTY'S** questions and concerns with twenty (20) business days of receipt by the **DEP**.

- Beach and Shoreline Project Status Report submitted in March and September

- Beach and Shoreline Project Status Report submitted with Request for Reimbursements
- Final Project Report

**PROJECT SCHEDULE**

DESCRIPTION	COMMENCE	COMPLETE
Request for bids and selection of contractor for Shade Structure removal and replacement	11/01/2021	11/30/2021
Removal and replacement of structure	01/01/2022	09/30/2022
Final Inspections	10/1/2022	10/31/2022
Project completion	11/1/2022	11/30/2022

Additional task deadlines contained in the performance schedules will be incorporated herein by reference.

**PROJECT BUDGET**

DESCRIPTION	DEP	COUNTY	TOTAL
Shade Structure removal and replacement	\$0	\$186,333.92	\$186,333.92
	\$0	\$0	\$0,000
<b>TOTAL</b>	<b>\$0</b>	<b>\$186,333.92</b>	<b>\$186,333.92</b>

Reimbursement for expenditures of contingency funds is contingent upon **COUNTY** approval in accordance with the Funding Paragraph in the Agreement. The **DEP** must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant or contractor agreement with the **DEP** expenditure cost comparisons and justification of the cost.

## 23 - Gasparilla Lighthouse Beach Shade Structure

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*Beach & Shoreline Funding Request 2021-22*

### ***Gasparilla Island Administration***

---

Mr. Eric Draper  
880 Belcher Road  
P.O. Box 1150  
Boca Grande, Florida 33921

bryon.maxwell@floridadep.gov  
O: 9419640375

### ***Mr. Bryon Maxwell***

---

880 Belcher Road  
P.O. Box 1150  
Boca Grande, Florida 33921

bryon.maxwell@floridadep.gov  
O: 941-964-0375  
M: 941-809-0318

# Application Form

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## ***Project Name***

---

### **Project Name\***

Name of Project

23 - Gasparilla Lighthouse Beach Shade Structure

## ***Project Summary***

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### **Project Summary\***

One or two sentence summary of the request.

This request is to build a large ADA shade structure that will allow all park visitors to get out of the sun as needed while enjoying the beach and all the park has to offer. This shade structure will be positioned between the parking lot and the TDC-funded boardwalk that allows easy access to the beach, parking lot, and restrooms at Gasparilla Island State Park.

### **FY 21-22 Funding Request\***

Enter amount requested.

\$187,000.00

### **Project Type\***

Capital

### **If Other**

Please describe how the project is eligible based on FS Statute 125.0104

### **Project Priority\***

Agencies with more than one request must prioritize their requests.

#1

## ***Funding Request***

---

If this project is a maintenance request or capital request that will be phased over more than one fiscal year, identify the anticipated future request(s) for TDC funding by fiscal year below:

*Please note: Future funding is subject to TDC/BOCC approval in the appropriate cycle.*

### **FY 22-23**

\$0.00

### **FY 23-24**

\$0.00

### **Previous TDC Funding\***

If this project has received previous TDC funding, list the fiscal year(s) and amount allocated. If not applicable, please write N/A.

FY 18/19, TDC funded Phase 1 of this project which provided engineering drawings and permitting.

## ***Other Funding Sources***

---

### **Other Funds\***

If other sources of funding are being requested for the construction and/or maintenance of this project, please indicate.

No

### **Has other funding already been approved?**

No

### **If yes, list the source(s) and approved amount(s)**

#### **If no,**

**If other funding has been applied for, but not yet approved, list the amount you have requested, the agency you requested funding from and the anticipated approval date:**

## Request Narrative

---

### Project Description\*

Briefly describe your project.

FY 18/19 TDC funds provided planning & permitting for this shade structure. FY 21/22 funds would remove the current, dilapidated, structure and replace it with a 36' x 52' shade structure. The shade structure will be used for Park Programs, Special Events, Picnicking, and a place to get out of the sun and relax. It will allow park visitors more places to recreate and give the park an opportunity to provide additional educational programming that focuses on the beaches and natural resources of the area. As a whole, this structure will tie the Lighthouse compound together giving park visitors the ability to enjoy the beaches and shores of Lee County.

### Overall Context

If this request is part of a larger project, describe the larger project and how this component is integrated

This project is Phase 2 of the Gasparilla Lighthouse Beach Shade Structure project that was started in FY 18/19 and is the final phase of the project.

### Relationship to Beach/Shoreline\*

Include a detailed description of how this project relates to **the repair, protection or enhancement of the beach/shoreline**; if this is a shoreline protection project, attach your agency's shoreline protection plan.

The ADA Shade Structure will be located on the south end of Gasparilla Island State Park very near the "Pavilion to Beach Boardwalk" that was funded by the TDC during the FY 16/17 cycle. If funded, this project would greatly enhance the visitors experience while visiting the park. Additionally, Park Rangers and Citizen Support Organization members will utilize this structure to provide interpretive programs. Interest in park programs have increased the last few years and guests continue to attend these programs to enhance their beach experience. This Shade Structure is part of an overall plan to tie Amory Chapel (historic museum) in with our interpretive programs and provide additional outdoor displays to further enhance visitor connections to the area's history, the environment and the beach.

### Impact on Tourism\*

Elaborate on the benefits this project will have on the visitor experience and/or positive impact on the tourism economy.

*Please note: You may also upload supporting documents below. If you have multiple documents combine into one file before uploading.*

economic impact gasparil\_001.pdf

Gasparilla Island State Park had 256,660 visitors which had a direct economic impact of \$22,589,854.00

on the surrounding community while supporting 316 local jobs. If funded, this project will enhance the park's

visitor experience and increase park visitation. The shade structure will be open to the public/park visitors.

The proposed shade structure would provide multiple uses to park visitors and would enhance the overall

experience for those utilizing Gasparilla Island State Park.

## Project Design/Timeline\*

Include estimates for design, permitting and construction as well as project timeline.

*Please note: You may also upload supporting documents below. If you have multiple documents combine into one file before uploading.*

Shade Structure Timeline FY21\_22.docx

Final permits were completed in February/March 2020 (from Phase 1 project funded by TDC).

Phase 2 (construction) is scheduled to begin in January 2022 and be complete by November 2022 (see attached timeline).

## Budget Information

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### Budget for the Project\*

#### UPLOAD INSTRUCTIONS

1. Click on the link to download the budget form to your computer.
2. Save the worksheet to your computer.
3. All requestors are required to complete this budget form.
4. Upload in the file upload area below.

Gasparilla Shade Structure Budget Form.xls

### Supporting Documentation for Budget Narrative

For Maintenance projects that fund more than one facility, please include a budget breakdown by facility.

Shade Structure 100% Plans\_Scan.pdf

### Budget Detail Form and/or Budget Narrative

**Note: Maintenance projects are required to provide detail on each budget line by using the Detail Budget Breakdown form.**

1. Click on the link to download the Detail Budget Breakdown to your computer.
2. Complete the worksheet by listing anticipated expenses in each category.
3. Save the worksheet to your computer.
4. Upload in the file upload area below.

**Note: Capital projects must provide the following Budget Narrative:**

1. A description of who will operate and maintain the facility.
2. The anticipated first full year of operating and maintenance costs.
3. The funding source for these expenses.

Beach Shade Structure Picture.pdf

The facility will be maintained and operated by Gasparilla Island State Park staff. It is estimated that the yearly expenses will be less than \$500. These expenses will be covered by the park operational budget.

## Maps

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### Location of site\*

UPLOAD INSTRUCTIONS:

1. Click on the link to download the Lee County Map to your computer.
2. Print the map.
3. Circle the site location.
4. Scan and upload map.

Lee County Map\_GISP.pdf

### Site map

For Capital projects: Submit a site map indicating the project's location and relationship to the beach/shoreline.

Site Map GISP.jpg

## Signature

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### Signature\*

Enter your full name and title

Bryon Maxwell, Park Manager, Gasparilla Island State Park

### **Confirmation**

By entering your signature information above and clicking "I Agree" below, you certify that the statements contained in this application are true and correct to the best of your knowledge and belief.

I Agree.

### **Application Deadline: Feb. 25**

Click *SAVE* to retain in draft form for future editing - OR - Click *Submit* if request is complete.

## File Attachment Summary

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### ***Applicant File Uploads***

- economic impact gasparil\_001.pdf
- Shade Structure Timeline FY21\_22.docx
- Gasparilla Shade Structure Budget Form.xls
- Shade Structure 100% Plans\_Scan.pdf
- Beach Shade Structure Picture.pdf
- Lee County Map\_GISP.pdf
- Site Map GISP.jpg

**STATE PARK SYSTEM DIRECT ECONOMIC IMPACT ASSESSMENT  
FISCAL YEAR 2019-2020  
DISTRICT 4**

PARK	PARK ANNUAL ATTENDANCE	X	AVERAGE NON-LOCAL VISITOR PERCENT*	X	AVERAGE PER- PERSON/DAY EXPENDITURE**	=	VISITOR EXPENDITURES IN LOCAL AREA	+	FY 19/20 EXPENDITURES	=	TOTAL DIRECT ECONOMIC IMPACT	INCREASED STATE SALES TAX REVENUE ON VISITOR EXPENDITURES (7%)	TOTAL JOBS SUPPORTED ***
Alafia River	132,571		0.74		\$ 116.89		\$ 11,467,206		\$ 461,752		\$ 11,928,958	\$ 802,704	167
Anclote Key	155,785		0.74		\$ 116.89		\$ 13,475,184		\$ 75,111		\$ 13,550,295	\$ 943,263	190
Caladesi Island	161,930		0.74		\$ 116.89		\$ 14,006,718		\$ 335,545		\$ 14,342,264	\$ 980,470	201
Cayo Costa	121,835		0.74		\$ 116.89		\$ 10,538,557		\$ 451,257		\$ 10,989,814	\$ 737,699	154
Charlotte Harbor	242,504		0.74		\$ 116.89		\$ 20,976,256		\$ 444,338		\$ 21,420,594	\$ 1,468,338	300
Cockroach Bay	-		0.74		\$ 116.89		\$ -		\$ -		\$ -	\$ -	0
Collier-Seminole	64,304		0.74		\$ 116.89		\$ 5,562,206		\$ 1,666,536		\$ 7,228,742	\$ 389,354	101
Dade Battlefield	38,725		0.74		\$ 116.89		\$ 3,349,658		\$ 284,689		\$ 3,634,347	\$ 234,476	51
Delnor-Wiggins Pass	477,776		0.74		\$ 116.89		\$ 41,326,955		\$ 770,952		\$ 42,097,907	\$ 2,892,887	589
Don Pedro Island	75,407		0.74		\$ 116.89		\$ 6,522,600		\$ 99,092		\$ 6,621,692	\$ 456,582	93
Egmont Key	218,668		0.74		\$ 116.89		\$ 18,914,476		\$ 48,988		\$ 18,963,464	\$ 1,324,013	265
Estero Bay	22,654		0.74		\$ 116.89		\$ 1,959,539		\$ 116,558		\$ 2,076,097	\$ 137,168	29
Fakahatchee Strand	40,211		0.74		\$ 116.89		\$ 3,478,195		\$ 694,942		\$ 4,173,137	\$ 243,474	58
<del>Gasperilla Island</del>	<del>256,660</del>		<del>0.74</del>		<del>\$ 116.89</del>		<del>\$ 22,200,731</del>		<del>\$ 389,123</del>		<del>\$ 22,589,854</del>	<del>\$ 1,554,051</del>	<del>316</del>
Highlands Hammock	147,488		0.74		\$ 116.89		\$ 12,757,506		\$ 909,184		\$ 13,666,690	\$ 893,025	191
Hillsborough River	191,328		0.74		\$ 116.89		\$ 16,549,604		\$ 1,156,687		\$ 17,706,291	\$ 1,158,472	248
Honeymoon Island	1,252,866		0.74		\$ 116.89		\$ 108,371,155		\$ 1,387,441		\$ 109,758,596	\$ 7,585,981	1,537
J. P. Benjamin - Gamble Plantation	50,241		0.74		\$ 116.89		\$ 4,345,776		\$ 399,639		\$ 4,745,415	\$ 304,204	66
Koreshan	107,143		0.74		\$ 116.89		\$ 9,267,719		\$ 699,983		\$ 9,967,703	\$ 648,740	140
Lake June-in-Winter Scrub	7,567		0.74		\$ 116.89		\$ 654,535		\$ 67,436		\$ 721,971	\$ 45,817	10
Lake Manatee	54,612		0.74		\$ 116.89		\$ 4,723,862		\$ 400,303		\$ 5,124,165	\$ 330,670	72
Little Manatee River	53,500		0.74		\$ 116.89		\$ 4,627,675		\$ 730,661		\$ 5,358,336	\$ 323,937	75
Lovers Key	758,572		0.74		\$ 116.89		\$ 65,615,416		\$ 3,035,410		\$ 68,650,826	\$ 4,593,079	961
Madira Bickel Mound	381		0.74		\$ 116.89		\$ 32,956		\$ -		\$ 32,956	\$ 2,307	0
Mound Key	1,591		0.74		\$ 116.89		\$ 137,619		\$ -		\$ 137,619	\$ 9,633	2
Myakka River	301,852		0.74		\$ 116.89		\$ 26,109,775		\$ 2,282,643		\$ 28,392,418	\$ 1,827,684	397
Oscar Scherer	120,706		0.74		\$ 116.89		\$ 10,440,900		\$ 1,284,510		\$ 11,725,410	\$ 730,863	164
Paynes Creek	10,265		0.74		\$ 116.89		\$ 887,908		\$ 286,955		\$ 1,174,863	\$ 62,154	16
Skyway Fishing Pier	176,371		0.74		\$ 116.89		\$ 15,255,845		\$ -		\$ 15,255,845	\$ 1,067,909	214
South Fork (formerly Beker)	-		0.74		\$ 116.89		\$ -		\$ -		\$ -	\$ -	0
Stump Pass Beach	89,839		0.74		\$ 116.89		\$ 7,770,948		\$ 89,794		\$ 7,860,742	\$ 543,966	110
Terra Ceia	1,647		0.74		\$ 116.89		\$ 142,463		\$ 152,455		\$ 294,918	\$ 9,972	4
Weeki Wachee Springs	178,061		0.74		\$ 116.89		\$ 15,402,027		\$ 3,104,645		\$ 18,506,672	\$ 1,078,142	259
Werner-Boyce Salt Springs	15,383		0.74		\$ 116.89		\$ 1,330,608		\$ 317,134		\$ 1,647,742	\$ 93,143	23
Wingate Creek (formerly Beker)	46		0.74		\$ 116.89		\$ 3,979		\$ -		\$ 3,979	\$ 279	0
Ybor City	9,760		0.74		\$ 116.89		\$ 844,226		\$ 146,448		\$ 990,675	\$ 59,096	14
District 4 Administration									\$ 1,345,877		\$ 1,345,877	\$ -	19
<b>DISTRICT 4 TOTAL</b>	<b>5,538,249</b>						<b>\$ 479,050,785</b>		<b>\$ 23,636,089</b>		<b>\$ 502,686,874</b>	<b>\$33,533,555</b>	<b>7,038</b>

\*Non-local ratio average derived from the 2006 Florida State Park Visitor Study.

\*\*Per person per day visitor expenditure data is provided by Visit Florida.

\*\*\*16 jobs per \$1 million in total expenditures in local area [Thomas, C., Huber, C. & Koontz, L. 2012 National Park Visitor Spending Effects: Economic Contributions to Local Communities, States, and the Nation. Fort Collins, Colorado: U.S. Geological Survey & National Park Service.]

## Timeline

### Gasparilla Lighthouse Beach Shade Structure

Demolition & Site Prep	January/February 2022
ADA Sidewalk Construction	March 2022
Foundation (helicon piles) Construction	April 2022
Foundation/concrete	May/June 2022
Shade Structure Construction	July/August 2022
Utilities and Connections	September 2022
Final Inspections	October 2022
Project Completion	November 2022

**BUDGET BREAKDOWN**

**Project Name:**

**Gasparilla Lighthouse Beach Shade Structure**

	TDC Request	Agency Match	Total
<b>Personnel</b>			
In-house Labor			\$0.00
Contract Labor			\$0.00
<b>Contracted Services</b>			
Janitorial Services			\$0.00
Landscape Maintenance			\$0.00
<b>Travel</b>			
Bridge Tickets & Passes (Transponders)			\$0.00
<b>Communications</b>			
Cellular Phones/Pagers			\$0.00
Radios			\$0.00
<b>Repairs &amp; Maintenance</b>			
Building Maintenance			\$0.00
Maintenance Materials			\$0.00
Vehicle Maintenance			\$0.00
Equipment Maintenance			\$0.00
Equipment Repair Parts			\$0.00
<b>Other Charges &amp; Obligations</b>			
Indirect Cost			\$0.00
<b>Operating Supplies</b>			
Fuel & Lubricants			\$0.00
Uniforms			\$0.00
Janitorial Supplies			\$0.00
Maintenance Supplies			\$0.00
Signage			\$0.00
<b>Utilities</b>			
Electric			\$0.00
Water & Sewer			\$0.00
Solid Waste Removal			\$0.00
<b>Insurance</b>			
Insurance Premiums			\$0.00
<b>Equipment</b>			
Equipment			\$0.00
Vehicles			\$0.00
<b>Construction - Capital Projects Only</b>			
Architect & Engineering Services	\$3,744.71		\$3,744.71
Permits	\$0.00		\$0.00
Site Preparation	\$16,416.21		\$16,416.21
Construction	\$131,173.00		\$131,173.00
Contingency	\$35,000.00		\$35,000.00
<b>TOTAL</b>	<b>\$186,333.92</b>	<b>\$0.00</b>	<b>\$186,333.92</b>

Notes: 1. Buildings must be open to the public in order to be eligible for funding.

2. Personnel/Equipment must be 100% assigned to the project in order to be 100% eligible for funding.



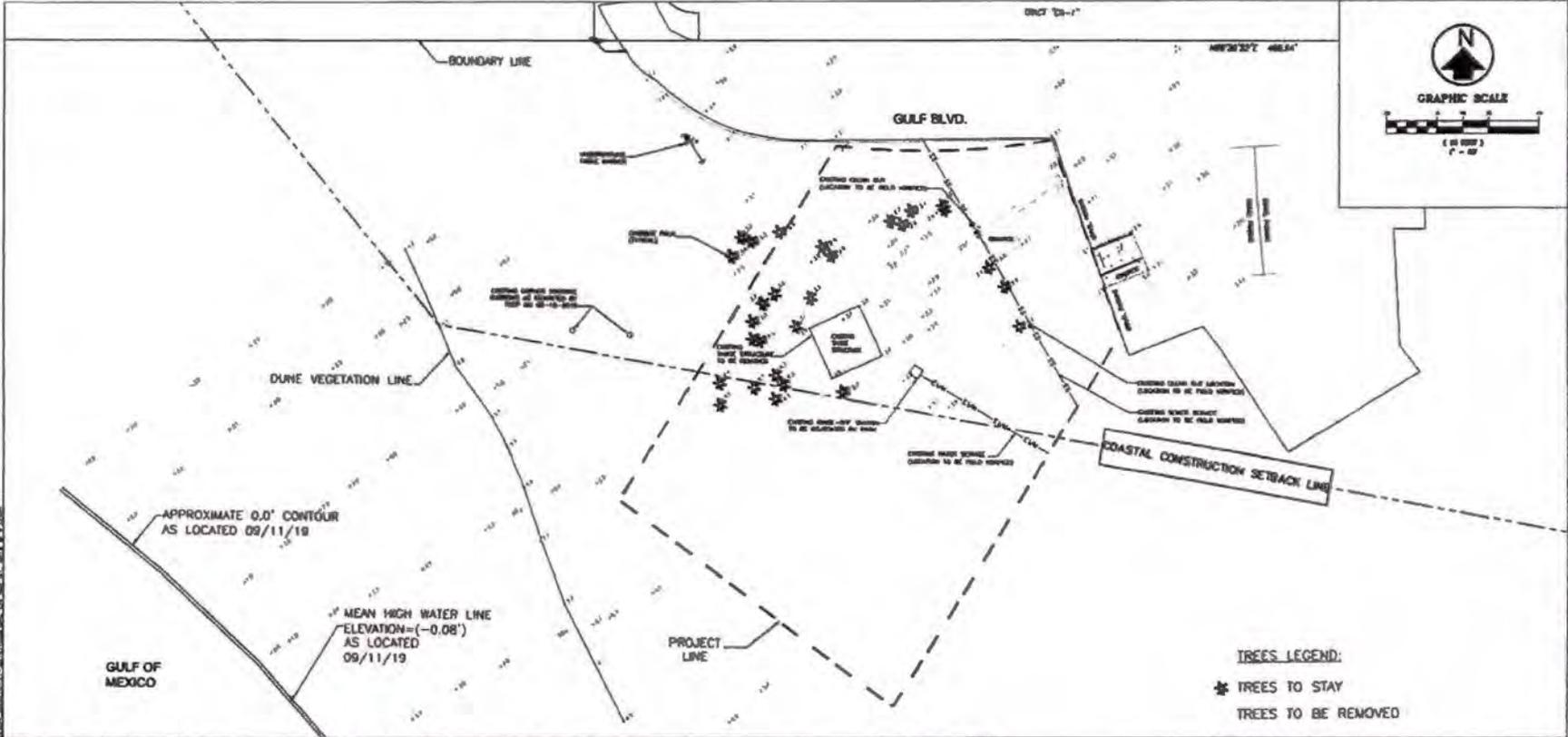






<b>C100</b>	<b>GASPARILLA ISLAND STATE PARK</b>		PROFESSIONAL REGISTRATION S. JOE WELLS, P.E. REGISTRATION NO. 46827	DESIGNED BY: WDC	SCALE DATE: 11/21/2014	DRAWN BY: [initials]	REVISION: [initials]	SITE: [initials]	PHASE: [initials]	REGION: [initials]	DATE: [initials]
	2017 AERIAL PHOTOGRAPH		<b>PRELIMINARY 100% REVIEW NOT FOR CONSTRUCTION</b>	APPROVED BY: [initials]	STATE PROJECT NO.: 48124	[initials]	[initials]	[initials]	[initials]	[initials]	[initials]
	SHADE STRUCTURE										

Department of Environmental Protection  
 Division of Recreation and Parks  
 Bureau of Design and Construction  
 3800 Commonwealth Blvd., Tallahassee, FL 32399 (850) 848-2187



DATE: 09/11/19	SCALE: 1" = 50'
PROJECT: 190% PRELIMINARY	DATE: 09/11/19
REVISION: NOT FOR CONSTRUCTION	DATE: 09/11/19
Department of Environmental Protection Division of Design and Construction 2500 Commonwealth Blvd., Tallahassee, FL 32309 (t)850-224-2287	

**GENERAL NOTES:**

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACCEPTING THE CURRENT CONDITIONS OF THE SITE PRIOR TO BIDDING.
2. EXISTING UNDERGROUND UTILITIES SHOWN ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY THAT THE UTILITY LOCATIONS DO NOT CONFLICT WITH THE PROPOSED PROJECT. CONFLICTS SHALL BE REPORTED TO THE PROJECT MANAGER IMMEDIATELY.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING, REMAINING, AND REMOVED UTILITIES IN CONTACT WITH THE WORK. CONSTRUCTION OF TEMPORARY UTILITIES IN CONTACT WITH EXISTING UTILITIES SHALL BE APPROVED BY THE PROJECT MANAGER. ALL UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
4. ALL NEARBY STREETS, SIDEWALKS, PARKING LOTS, ETC. SURFACES OF CONSTRUCTION SHALL BE PROTECTED BY THE CONTRACTOR TO AVOID DAMAGE OR OTHER CONDITIONS, AT NO ADDITIONAL CHARGE TO THE OWNER.
5. THE CONTRACTOR SHALL MAINTAIN ALL REQUIRED PERMITS THROUGHOUT CONSTRUCTION AND SHALL FURNISH ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMITS OBTAINED BY THE OWNER AND MAINTAIN RECORDS OF THE CONSTRUCTION.
6. PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE OWNER'S PROJECT MANAGER A SCHEDULE OF VALUES, A CONSTRUCTION SCHEDULE, AND A SAFETY PLAN.

7. THE CONSTRUCTION SCHEDULE WILL COMMENCE IN BIDDING AND THE CONSTRUCTION IS TO BE PHASED THROUGH START AND FINISH DATES FOR ALL SIGNIFICANT CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF VALUES AND A SAFETY PLAN TO THE PROJECT MANAGER FOR APPROVAL. THE SCHEDULE IS TO BE APPROVED BY THE OWNER'S PROJECT MANAGER AND WILL BE UPDATED ON A MONTHLY BASIS TO REFLECT ACTUAL WORK PROGRESS. PERMITS FOR PROTECTING, SHIELDING AND TREATING THE SCHEDULE WILL BE INCLUDED IN THE PERMITS FOR INSTALLATION OF OTHER PAY ITEMS AS APPROPRIATE.
8. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN FOR APPROVAL BY THE OWNER'S PROJECT MANAGER AND SHALL ADDRESS THE REGULATION AND SIGNIFICANCE OF ALL TEMPORARY AND PERMANENT STREAMS AND CHANNELS.
9. ALL EROSION AND SEDIMENTATION CONTROLS SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBANCE ACTIVITIES.
10. EROSION AND SEDIMENTATION CONTROLS SHALL BE MAINTAINED DAILY AND REPAIRS SHALL BE NECESSARY TO ENSURE THE PROPER AND CORRECTED FUNCTIONING OF THE CONTROLS.
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13. ALL EROSION AND SEDIMENTATION CONTROLS SHALL BE MAINTAINED DAILY AND REPAIRS SHALL BE NECESSARY TO ENSURE THE PROPER AND CORRECTED FUNCTIONING OF THE CONTROLS.
14. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF VEGETATION ON AND ADJACENT TO THE PROJECT SITE AND SHALL BE STRICTLY FORBIDDEN FROM REMOVAL OF VEGETATION OR DISTURBANCE OF VEGETATION. WORK SHALL BE LIMITED TO THE LIMITS OF CONSTRUCTION AND TO BE LIMITED TO THE LIMITS OF CONSTRUCTION AND TO BE LIMITED TO THE LIMITS OF CONSTRUCTION.
15. NO TREES WILL BE ALLOWED TO REMAIN WITHIN THE PROJECT SITE.

- DEMOLITION NOTES:**
1. PRIOR TO DEMOLITION, A 60' BUFFER ALL EXISTING CONSTRUCTION AND EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE DEMOLITION PROCESS.
  2. ALL EXISTING MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR. ALL EXISTING MATERIAL SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE DEMOLITION PROCESS.
  3. ALL COSTS OF DEMOLITION INCLUDING PERMIT FEES, DISPOSAL FEES, ETC. ARE THE RESPONSIBILITY OF THE CONTRACTOR.
  4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF AND COMPLY WITH ALL APPLICABLE REGULATIONS AND ORDINANCES, LOCAL, STATE, FEDERAL, AND INTERNATIONAL, REGARDING THE DEMOLITION OF ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MATERIAL AND UTILITIES.
  5. PROTECT SAFETY BARRIERS AS NECESSARY TO PROTECT THE SAFETY OF THE GENERAL PUBLIC AND WORKERS CONNECTED WITH THE PROJECT.
  6. PROTECT WORKING AND WORKING AS NECESSARY TO PROTECT THE SAFETY OF THE GENERAL PUBLIC AND WORKERS CONNECTED WITH THE PROJECT.
  7. DEMOLISHED MATERIAL CLASSIFIED AS CLEAN FILL MAY BE REUTILIZED ON THE SITE EXCEPTLY APPROVED BY THE PROJECT MANAGER.

- SURVEY NOTES:**
1. THESE FIGURES - GRAPHIC AND TABLE - HAVE BEEN CHECKED BY THE SURVEYOR AND FOUND TO BE CORRECT. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.
  2. ALL DIMENSIONS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983. ALL DIMENSIONS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983. ALL DIMENSIONS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983.
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- TREES LEGEND:**
- \* TREES TO STAY
  - TREES TO BE REMOVED
- SHADE STRUCTURE**
- EXISTING CONDITIONS & DEMO PLAN**
- C101**

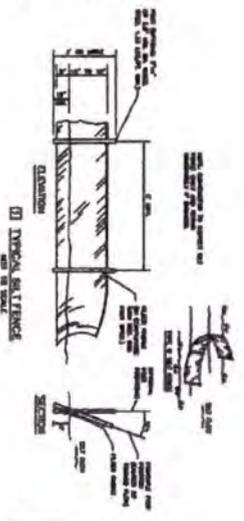
DATE: 09/11/19  
 PROJECT: 190% PRELIMINARY  
 REVISION: NOT FOR CONSTRUCTION  
 TALLAHASSEE, FLORIDA 32309  
 (850) 224-2287



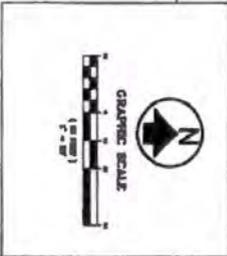
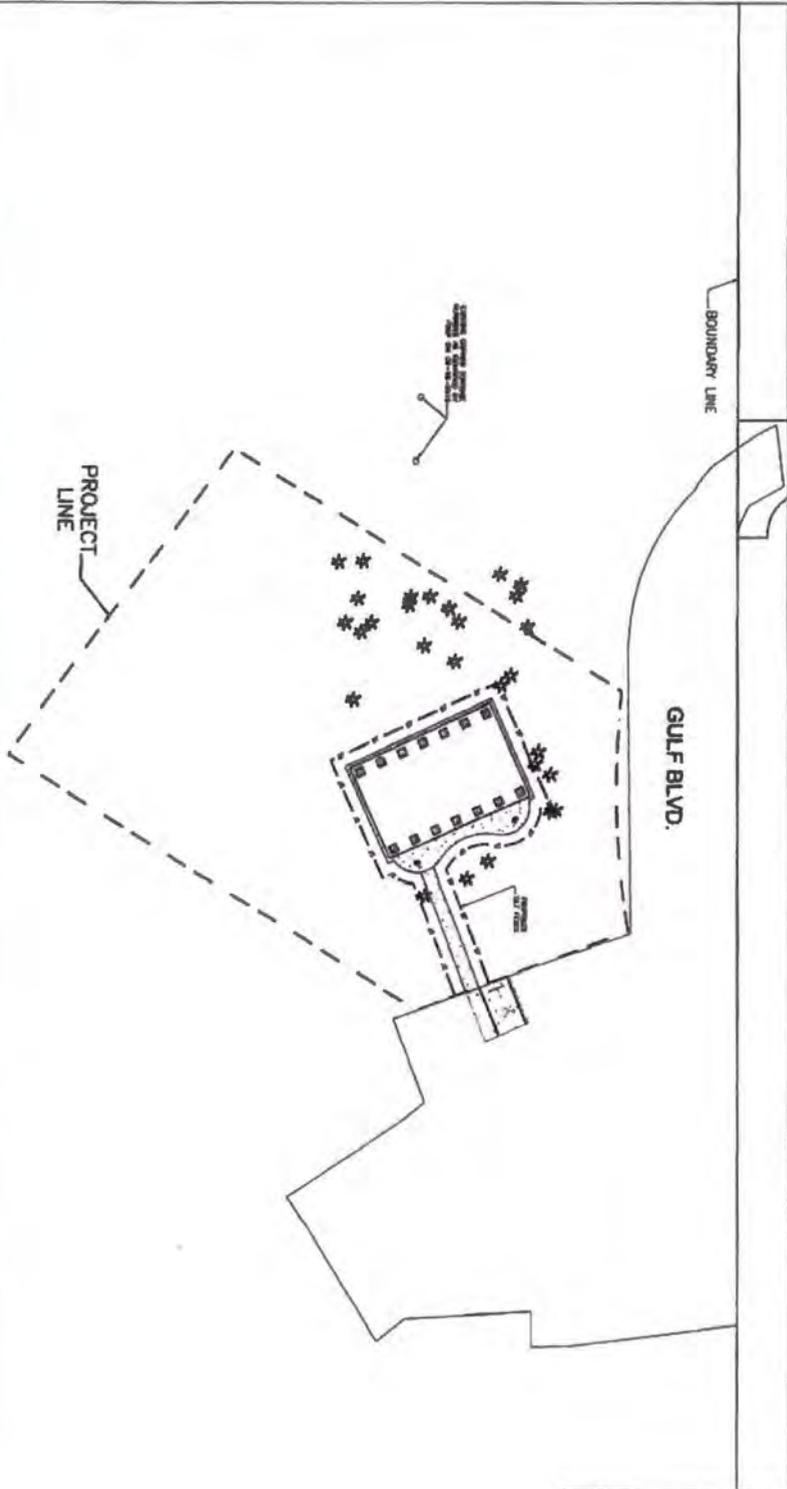




1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
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LEGEND	
(Symbol)	PROJECT LIMITS
(Symbol)	EXISTING PROJECT
(Symbol)	NEW PROJECT
(Symbol)	EXISTING UTILITY
(Symbol)	NEW UTILITY

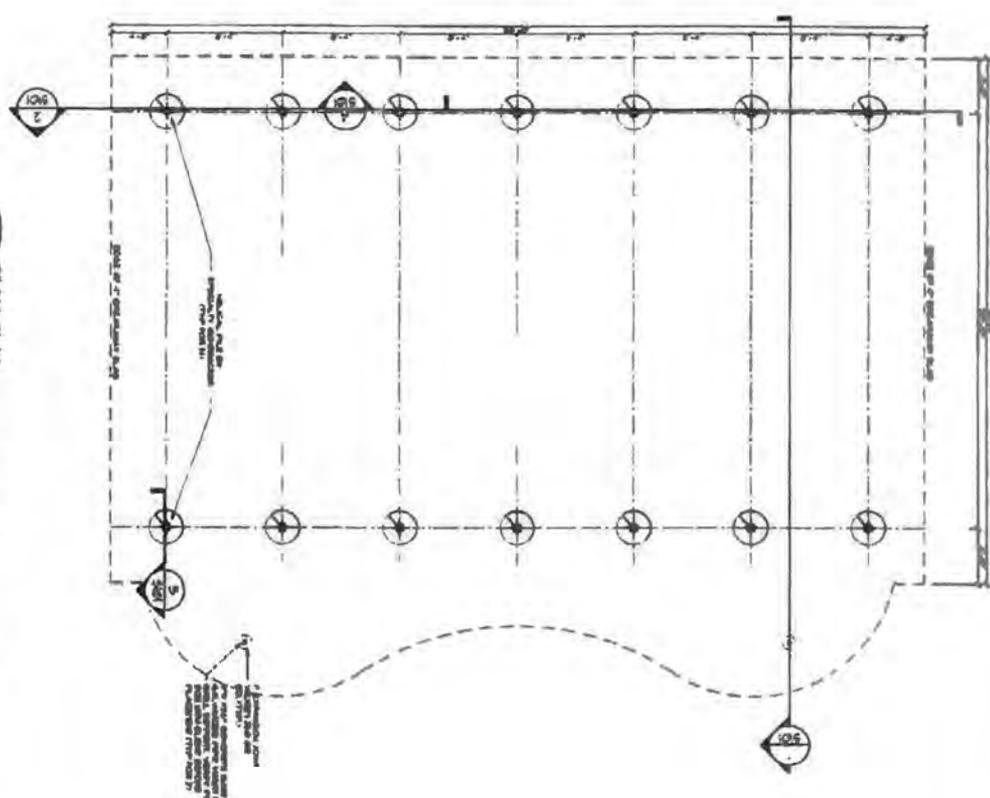


C105	PROJECT TITLE	GASPARILLA ISLAND STATE PARK
	SHEET TITLE	BEST MANAGEMENT PLAN
	PROJECT TITLE	SHADE STRUCTURE

PROFESSIONAL REGISTRATION  
 IN THE STATE OF FLORIDA  
 REGISTRATION NO. 10001  
**PRELIMINARY  
 100%  
 REVIEW  
 NOT FOR  
 CONSTRUCTION**

DESIGNED BY	DATE	11/15/2011
DRAWN BY	DATE	11/15/2011
CHECKED BY	DATE	11/15/2011
APPROVED BY	DATE	11/15/2011

**Department of Environmental Protection**  
 Division of Recreation and Parks  
 Bureau of Design and Construction  
 3800 Commonwealth Blvd., Tallahassee, FL 32309 (850) 245-2157

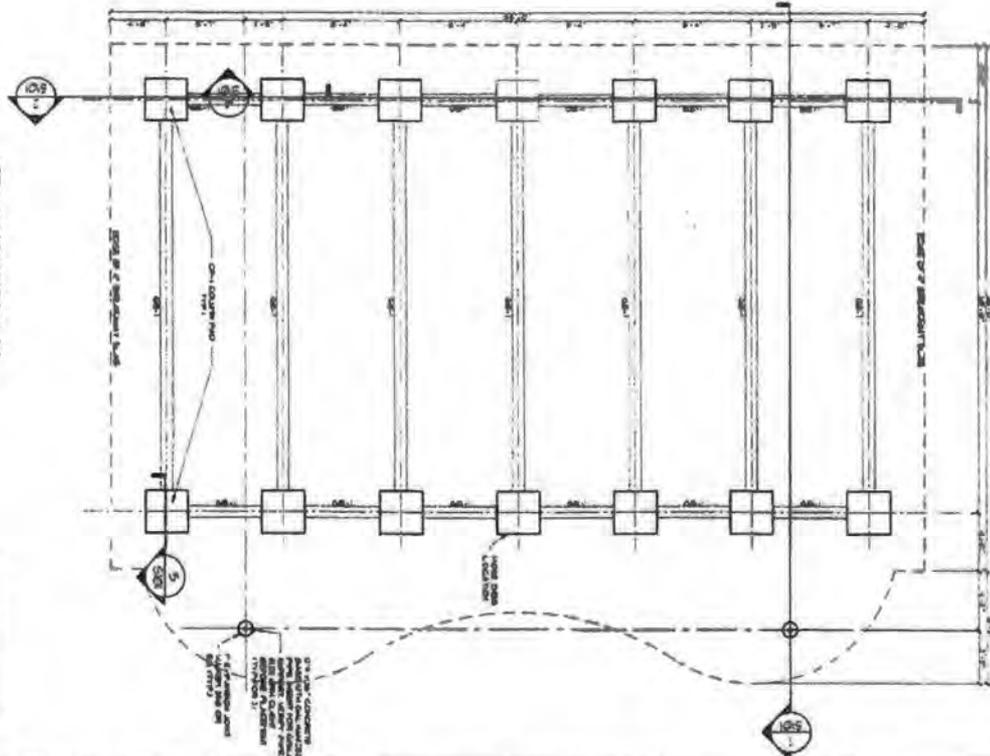


1 PILING PLAN  
SHEET 1 OF 2

COLLECTED PILE SCHEDULE			
NO.	TYPE	DEPTH (FEET)	REMARKS
1	DRILL AND CAST IN PLACE	45	10" DIA.
2	DRILL AND CAST IN PLACE	45	10" DIA.
3	DRILL AND CAST IN PLACE	45	10" DIA.
4	DRILL AND CAST IN PLACE	45	10" DIA.
5	DRILL AND CAST IN PLACE	45	10" DIA.
6	DRILL AND CAST IN PLACE	45	10" DIA.
7	DRILL AND CAST IN PLACE	45	10" DIA.
8	DRILL AND CAST IN PLACE	45	10" DIA.
9	DRILL AND CAST IN PLACE	45	10" DIA.
10	DRILL AND CAST IN PLACE	45	10" DIA.

GRADE BEAM SCHEDULE			
NO.	TYPE	DEPTH (FEET)	REMARKS
1	DRILL AND CAST IN PLACE	45	10" DIA.
2	DRILL AND CAST IN PLACE	45	10" DIA.
3	DRILL AND CAST IN PLACE	45	10" DIA.
4	DRILL AND CAST IN PLACE	45	10" DIA.
5	DRILL AND CAST IN PLACE	45	10" DIA.
6	DRILL AND CAST IN PLACE	45	10" DIA.
7	DRILL AND CAST IN PLACE	45	10" DIA.
8	DRILL AND CAST IN PLACE	45	10" DIA.
9	DRILL AND CAST IN PLACE	45	10" DIA.
10	DRILL AND CAST IN PLACE	45	10" DIA.



2 FOUNDATION PLAN  
SHEET 2 OF 2

**MAIN FRAME REACTIONS (kips)**  
 REACTIONS ARE TO BE CONSIDERED AS A PRELIMINARY DESIGN ONLY. THE FINAL DESIGN SHALL BE BASED ON THE RESULTS OF SOIL BORINGS AND TESTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF THE FOUNDATION ELEMENTS.

**PILE CAPS AND GRADE BEAMS**  
 PILE CAPS AND GRADE BEAMS SHALL BE CONSIDERED AS A PRELIMINARY DESIGN ONLY. THE FINAL DESIGN SHALL BE BASED ON THE RESULTS OF SOIL BORINGS AND TESTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF THE FOUNDATION ELEMENTS.

S100	GASPARILLA ISLAND STATE PARK	PROJECT NO. 66T04	DATE 10/31/2019	DRAWN BY: TP	CHECKED BY: TP	SCALE: AS SHOWN	SHEET NO. 10 OF 10
	PILING & FOUNDATION PLAN	PRELIMINARY RE VIEW NOT FOR CONSTRUCTION		DESIGNED BY: BC		DATE PROJECT NO. 66T04	
	SHADE STRUCTURE	Department of Environmental Protection Office of Operations Bureau of Design and Construction 8000 Condonorsville Blvd., Tallahassee, FL 32309 (850) 430-8300		BY: [Signature]			



# RCP Shelters, Inc.

2100 SE Rays Way  
Stuart, FL 34994  
Phone: 772-288-3600  
Toll Free: 800-525-0207

[www.rcpshelters.com](http://www.rcpshelters.com)  
[info@rcpshelters.com](mailto:info@rcpshelters.com)

## Laminated Wood Gable (LW-G)

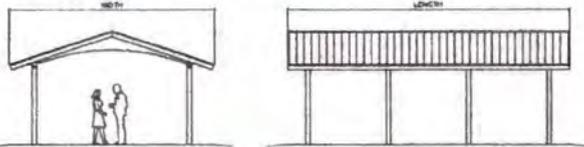
The Laminated Wood Gable proves to be RCP Shelters' most popular model year after year. Its popularity can be attributed to the efficient, aesthetically pleasing design, which has no ledges for birds or animals to roost or nest. Fabricated with high quality, low maintenance materials, laminated wood shelters provide long lasting, cost efficient solution for many applications. An assortment of powder coat, stain, and roofing colors allow for custom coordination with the project's surroundings.



### Standard Features:

- ◆ Drawings: engineered to local code & certified
- ◆ Columns: powder coated tube steel
- ◆ Beams: glulam SYP
- ◆ Roof Deck: #1 2x8 T&G SYP
- ◆ Fascia: #1 2x6 Penta Type C treated SYP
- ◆ Roof Pitch: 3:12
- ◆ Eave Height: 7'-6"
- ◆ Connections: powder coated steel plate
- ◆ Delivery: to an accessible site

Widths: 12' 18' 20' 24' 30'  
Lengths: 28' 36' 44' 52' 60' (+8' increments)



### Options:

- ◆ Columns: CCA treated glulam SYP
- ◆ Columns: HDG tube steel
- ◆ Finish: factory stained wood
- ◆ Roofing: shingle, metal, tile, or other
- ◆ Cupola: cedar louvered
- ◆ Lightning protection kit

### Premium Options:

- ◆ Roof Pitch: custom
- ◆ Eave Height: custom
- ◆ 2nd tier superstructure / BBQ
- ◆ Hot-dipped galvanized moment resistant base shoes



To request a quote, please visit [www.rcpshelters.com/request-quote/](http://www.rcpshelters.com/request-quote/) or call 800-525-0207 or email [info@rcpshelters.com](mailto:info@rcpshelters.com)





Clairification on Permit expiration provided 3/22/21

Nancy,

Here are the permit expirations for the shade structure.

**From:** Thomas, Wayne <Wayne.Thomas@FloridaDEP.gov>  
**Sent:** Monday, March 22, 2021 4:41 PM  
**To:** Maxwell, Bryon <Bryon.Maxwell@FloridaDEP.gov>  
**Subject:** RE: Gasparilla Shade structure permits

Bryon,  
The WMD is an exemption.  
Lee County Development Order expires 2/5/2026.  
CCCL expires 3/12/2023.

Thank you,

**Wayne D. Thomas**  
Department of Environmental Protection  
Project Manager  
Bureau of Design and Construction  
3800 Commonwealth Boulevard 260K, MS 520  
Tallahassee, FL 32399  
[Wayne.Thomas@FloridaDEP.gov](mailto:Wayne.Thomas@FloridaDEP.gov)  
O: (850) 245-2684  
C: (850) 294-4366

This communication does not constitute an authorization for any increase in the scope of work, cost, or time for the project being discussed. All changes to services, cost, or time must be accomplished in accordance with the formal process outlined in the contract. The DEP objects to, and shall not be responsible for, any changes to services, costs, or additional time not authorized by an executed Contract Amendment, Task Assignment Change Order, Construction Change Order, or Construction Change Directive, as appropriate for this contract.

**From:** Maxwell, Bryon <Bryon.Maxwell@FloridaDEP.gov>  
**Sent:** Monday, March 22, 2021 12:49 PM  
**To:** Thomas, Wayne <Wayne.Thomas@FloridaDEP.gov>  
**Subject:** Gasparilla Shade structure permits

Wayne,

What is the expiration date of the permits for the Gasparilla Shade Structure?

***Bryon Maxwell***  
Park Manager  
Gasparilla Island Administration  
Box 1150  
880 Belcher Rd.  
Boca Grande, Fl.  
O: 941-964-0375

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FOR  
KORESHAN ADA KAYAK & BOAT LAUNCH IMPROVEMENT (400959)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the Florida Department of Environmental Protection, Division of Recreation and Parks, Koreshan State Park, a state agency of the State of Florida hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

A8  
12/07/21R

**NAME: KORESHAN ADA KAYAK & BOAT LAUNCH  
IMPROVEMENT**

**NUMBER: 400959**

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is *for improvements to the ADA kayak and boat launch at Koreshan State Park*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Three hundred sixty three thousand nine hundred forty five dollars and zero cents. (\$363,945.00) The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed

Three hundred sixty three thousand nine hundred forty five dollars and zero cents. (\$363,945.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Three hundred sixty three thousand nine hundred forty five dollars and zero cents. (\$363,945.00)
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director,

Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.

5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and

costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:
- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
  - b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

FL DEP - DIVISION OF RECREATION & PARKS  
Manager, Koreshan State Park  
3800 Corkscrew Road  
Estero, FL 33928

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY: [Signature]  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: [Signature]  
Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

BY: [Signature]

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION, DIVISION  
OF RECREATION AND PARKS, Koreshan  
State Park

BY: [Signature]

**EXHIBIT "A"  
PROJECT PLAN**

**PROJECT DESCRIPTION**

The PROJECT is a cooperative funding project located within *Koreshan State Park* in Lee County. The PROJECT is consistent with the park’s unit management plan and maintenance plan for the Boat Launch Improvement.

The Existing launch is in poor condition and requires complete redevelopment. Currently, park visitors with paddle craft and power vessels must share the same launch. This is not efficient, as the launch was not designed with multiple uses in mind and causes a long wait time for the visitors. The new launch would replace the existing launch, improving upon the current design and add a separate area for paddle craft to access the river that would be ADA accessible, allowing for safer interactions between paddle craft and power vessels.

**MEASURABLE BENEFIT**

The redevelopment of boat launch and the addition of ADA kayak launch.

**PROJECT TASKS**

Key tasks to be performed by the DEP:

1. *ADA Kayak & Boat Launch Improvement* – Request for bids will be conducted by the DEP for the scope of work to include replacing the existing boat launch with an ADA Kayak & boat launch. Bids will be reviewed with the Department of Environmental Protection Bureau of Design and Construction (BDC) prior to proceeding with the PROJECT.
2. *Construction of Launch* – *Once the bid has been awarded, BDC will oversee the construction phase and assure all construction deliverables are met.*
3. *Vendor Payment* – BDC will also make all payments to vendor as construction deliverables are met throughout the construction phase of project until complete.

**DELIVERABLES**

- TBD by BDC once scope of work is completed.

**PROJECT SCHEDULE**

DESCRIPTION	COMMENCE	COMPLETE
Develop Scope of Work for launch contractor bids	TBD	TBD

Request for bids and selection of contractor for ADA kayak & boat launch	TBD	TBD
Replace launch	TBD	TBD
Final Inspection	TBD	TBD

Additional task deadlines contained in the performance schedules will be incorporated herein by reference.

**PROJECT BUDGET**

DESCRIPTION	DEP	COUNTY	TOTAL
ADA Kayak & Boat Launch	\$0	\$363,945.00	\$363,945.00
	\$0		
<b>TOTAL</b>	<b>\$0</b>	<b>\$363,945.00</b>	<b>\$363,945.00</b>

Reimbursement for expenditures of contingency funds is contingent upon **COUNTY** approval in accordance with the Funding Paragraph in the Agreement. The **DEP** must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant or contractor agreement with the **DEP** expenditure cost comparisons and justification of the cost.

## 24 - Koreshan State Park - ADA Kayak & Boat Launch Improvement

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*Beach & Shoreline Funding Request 2021-22*

### ***Koreshan State Park***

---

Zachary Lozano  
3800 Corkscrew Rd  
Estero, Florida 33928

O: 239-253-1673

### ***Zachary Lozano***

---

3800 Corkscrew Rd  
Estero, Florida 33928

zachary.lozano@floridadep.gov  
O: 239-253-1673

# Application Form

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## ***Project Name***

---

### **Project Name\***

Name of Project

24 - Koreshan State Park - ADA Kayak & Boat Launch Improvement

## ***Project Summary***

---

### **Project Summary\***

One or two sentence summary of the request.

Existing launch is in poor condition and requires complete redevelopment. Currently, park visitors with paddle craft and power vessels must share the same launch. This is not efficient, as the launch was not designed with multiple uses in mind and causes a long wait time for the visitors. The new launch would replace the existing launch, improving upon the current design and add a separate area for paddle craft to access the river that would be ADA accessible, allowing for safer interactions between paddle craft and power vessels.

### **FY 21-22 Funding Request\***

Enter amount requested.

\$363,944.63

### **Project Type\***

Capital

### **If Other**

Please describe how the project is eligible based on FS Statute 125.0104

### **Project Priority\***

Agencies with more than one request must prioritize their requests.

#1

## ***Funding Request***

---

If this project is a maintenance request or capital request that will be phased over more than one fiscal year, identify the anticipated future request(s) for TDC funding by fiscal year below:

*Please note: Future funding is subject to TDC/BOCC approval in the appropriate cycle.*

**FY 22-23**

**FY 23-24**

### **Previous TDC Funding\***

If this project has received previous TDC funding, list the fiscal year(s) and amount allocated. If not applicable, please write N/A.

FY 18-19

Lee County Project #400959

\$25,000.00

This was the design and permit phase of the project. The funds being requested for FY 21-22 are for the construction phase of the project.

## ***Other Funding Sources***

---

### **Other Funds\***

If other sources of funding are being requested for the construction and/or maintenance of this project, please indicate.

No

### **Has other funding already been approved?**

**If yes, list the source(s) and approved amount(s)**

**If no,**

**If other funding has been applied for, but not yet approved, list the amount you have requested, the agency you requested funding from and the anticipated approval date:**

## ***Request Narrative***

---

### **Project Description\***

Briefly describe your project.

The Estero River runs through the heart of a hidden Southwest Florida learning destination, Koreshan State Park. The river and the Koreshan Unity Settlement are the focal points of many park interpretive programs. These programs are conducted by park staff, Friends of Koreshan State Park members and even groups like Paddle Florida use the park as an access point for programs. The existing launch has acted as a center point for learning in SWFL, but its age and continued popularity has made it ill-equipped to provide the level of access to learning features that the ever-increasing population and diversity of the area demands. The proposed project is for the construction of redesigned launch that would be ADA accessible and include a separate launch exclusive to paddle craft. This redevelopment would greatly improve the overall tourist experience while enhancing the learning opportunities at the park.

## Overall Context

If this request is part of a larger project, describe the larger project and how this component is integrated

## Relationship to Beach/Shoreline\*

Include a detailed description of how this project relates to **the repair, protection or enhancement of the beach/shoreline**; if this is a shoreline protection project, attach your agency's shoreline protection plan.

This project is an enhancement to the only existing public access launch on the shoreline of the Estero River. The current launch is unstable and in poor condition, requiring a complete redevelopment. The new design stays within the footprint of the existing launch while increasing efficiency of space.

## Impact on Tourism\*

Elaborate on the benefits this project will have on the visitor experience and/or positive impact on the tourism economy.

*Please note: You may also upload supporting documents below. If you have multiple documents combine into one file before uploading.*

2019-2020 EIA Report FINAL and COVER MEMO .pdf

The Estero River launch at Koreshan State Park, the only public access launch on the Estero River, is a significant tourist destination and is an important access point for the Calusa Blueway Paddling Trail. The redevelopment of this launch will not only improve accessibility and safety but increase opportunity for programming. In fiscal year 2019 - 2020, Koreshan State Park had 107,143 visitors with a direct economic impact of \$9,967,703. In the calendar year of 2019, the park hosted 720 learning programs with the Estero River and the Koreshan Unity Settlement being the main platforms.

Park Brochure.pdf

## Project Design/Timeline\*

Include estimates for design, permitting and construction as well as project timeline.

*Please note: You may also upload supporting documents below. If you have multiple documents combine into one file before uploading.*

Koreshan State Park Cost Estimate.pdf

The proposed project is for the construction phase which has an estimated complete cost of \$363,945.00. The design and permitting phase of this project was funded by Lee County TDC in FY 18-19 for \$25,000.00. This phase of the project was completed in April of 2020. If funded, the construction phase of this project is estimated to be completed during FY 21/22.

100% Sealed Plans.pdf

## ***Budget Information***

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### **Budget for the Project\***

#### UPLOAD INSTRUCTIONS

1. Click on the link to download the budget form to your computer.
2. Save the worksheet to your computer.
3. All requestors are required to complete this budget form.
4. Upload in the file upload area below.

beach-shoreline-budget-form-Koreshan State Park.xls

### **Supporting Documentation for Budget Narrative**

For Maintenance projects that fund more than one facility, please include a budget breakdown by facility.

### **Budget Detail Form and/or Budget Narrative**

***Note: Maintenance projects are required to provide detail on each budget line by using the Detail Budget Breakdown form.***

1. Click on the link to download the Detail Budget Breakdown to your computer.
2. Complete the worksheet by listing anticipated expenses in each category.
3. Save the worksheet to your computer.
4. Upload in the file upload area below.

***Note: Capital projects must provide the following Budget Narrative:***

1. A description of who will operate and maintain the facility.
2. The anticipated first full year of operating and maintenance costs.
3. The funding source for these expenses.

The facility will be fully operated and maintain by the Florida Department of Environmental Protection, Division of Recreation & Parks. The funding source of all expenses after construction will be the responsibility of Koreshan State Park.

## Maps

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### Location of site\*

UPLOAD INSTRUCTIONS:

1. Click on the link to download the Lee County Map to your computer.
2. Print the map.
3. Circle the site location.
4. Scan and upload map.

Lee County Map - Location of Site.pdf

### Site map

For Capital projects: Submit a site map indicating the project's location and relationship to the beach/shoreline.

Relation Map.pdf

## Signature

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### Signature\*

Enter your full name and title

Zachary Lozano, Park Manager

### Confirmation\*

By entering your signature information above and clicking "I Agree" below, you certify that the statements contained in this application are true and correct to the best of your knowledge and belief.

I Agree.

**Application Deadline: Feb. 25**

Click SAVE to retain in draft form for future editing - OR - Click Submit if request is complete.

## File Attachment Summary

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### ***Applicant File Uploads***

- 2019-2020 EIA Report FINAL and COVER MEMO .pdf
- Park Brochure.pdf
- Koreshan State Park Cost Estimate.pdf
- 100% Sealed Plans.pdf
- beach-shoreline-budget-form-Koreshan State Park.xls
- Lee County Map - Location of Site.pdf
- Relation Map.pdf



# FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

## Memorandum

**TO:** INTERESTED PARTIES

**FROM:** Steven A. Cutshaw, Chief, Office of Park Planning

**SUBJECT:** Economic Impact Assessment – Florida State Park System

**DATE:** September 25, 2020

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Attached is the 2020 Annual Economic Impact Assessment Report for the Florida State Park System.

The Division of Recreation and Parks has generated the annual report since 1994. Numerous models and software exist to assess economic impact. To assess the economic impact of state parks and greenways and trails on Florida's economy, the Division of Recreation and Parks uses information from the National Park Service and Visit Florida, as well as Division of Recreation and Parks' data on annual park expenditures and attendance. This report is an estimate of economic benefits in the local area around a park.

If you have questions concerning the data found in the attached report, please contact the Office of Park Planning at 850.245.3051.

SC/dpd  
Attachment

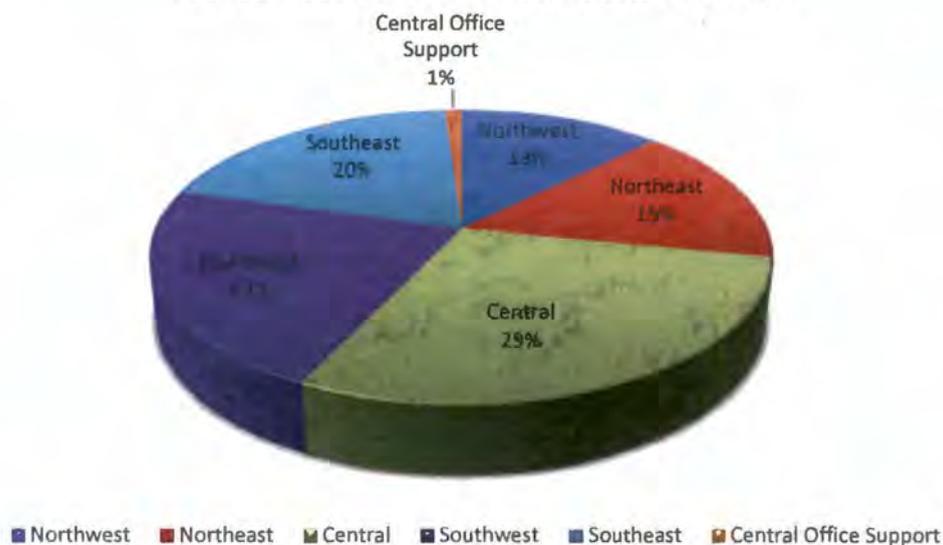
## FISCAL YEAR 2019-2020 FLORIDA STATE PARK SYSTEM – ECONOMIC IMPACT ASSESSMENT

### Summary of Data

Based on Fiscal Year (FY) 2019-2020 data, a total of 24,837,900 Florida residents and visitors enjoyed our award-winning system of state parks and trails. This year the estimated total economic impact of Florida State Parks is over \$2.2 Billion in direct economic impact, generating over \$150 Million in increased sales tax revenue. In addition, 31,810 jobs were supported by state park operations. The implication of this data is that for every 1,000 persons visiting a state park in Florida, the total direct impact on the local community is approximately \$91,479.

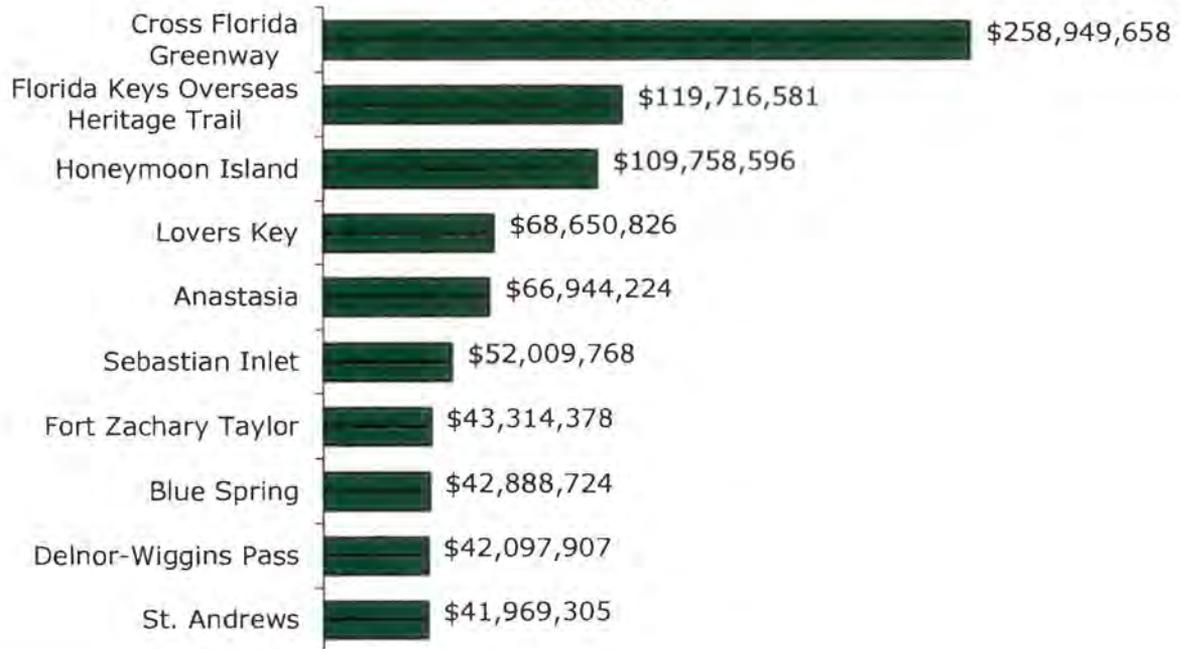
<b>FY 2019-2020 DIRECT ECONOMIC IMPACT BY ADMINISTRATIVE UNIT</b>				
<b>ADMINISTRATIVE UNIT</b>	<b>TOTAL DIRECT IMPACT</b>	<b>INCREASED STATE SALES TAX</b>	<b>JOBS SUPPORTED</b>	
CENTRAL	\$ 659,835,720	\$ 44,633,559	9,238	
CENTRAL OFFICE SUPPORT	\$ 23,907,507	\$	383	
NORTHEAST	\$ 351,356,220	\$ 23,466,021	4,919	
NORTHWEST	\$ 287,163,700	\$ 18,977,782	4,020	
SOUTHEAST	\$ 447,193,554	\$ 29,774,484	6,261	
SOUTHWEST	\$ 502,686,874	\$ 33,533,555	7,038	
STATEWIDE	\$ 2,272,143,576	\$ 150,385,401	31,810	

**TOTAL DIRECT IMPACT BY ADMINISTRATIVE UNIT**



**FISCAL YEAR 2019-2020**  
**FLORIDA STATE PARK SYSTEM – ECONOMIC IMPACT ASSESSMENT**

**PARKS AND TRAILS WITH GREATEST DIRECT ECONOMIC IMPACT**



The ten units with the greatest direct economic impacts in the state are shown above. The economic impacts of these parks are due to many factors including: geographic location and available amenities.

**FISCAL YEAR 2019-2020**  
**FLORIDA STATE PARK SYSTEM – ECONOMIC IMPACT ASSESSMENT**

**Definition of Terms**

1. Total Direct Economic Impact: The number of new dollars spent in a local economy by non-local park visitors and park operations.
2. Increased State Sales Tax: The estimated amount of tax dollars the state receives from park visitor expenditures.
3. Total Jobs Supported: This may be any combination of seasonal, temporary, part-time or full-time employment that adds up to 16 full-time jobs per one million dollars in total new expenditures in the local area. Source: [Thomas, C., Huber, C. & Koontz, L. 2012 National Park Visitor Spending Effects: Economic Contributions to Local Communities, States, and the Nation. Fort Collins, Colorado: U.S. Geological Survey & National Park Service]
4. Park Annual Attendance: The total attendance which occurred during the 12-month FY 2019-2020. Source: DEP Bureau of Operational Services.
5. Non-Local Visitor Percentage: The percentage of visitors to a state park unit that are not from the local area. "Impact" is a measure of new dollars introduced to a community.
6. Average Per-Person Per-Day Expenditure: For the purposes of this assessment, the average per-person, per-day expenditure is defined as "the average amount that residents and non-residents traveling by automobile will spend, per-person, per-day in Florida". The spending categories include transportation, food (grocery & restaurant), and lodging. State park-specific data on this factor is not available. The information on visitor expenditures for this assessment is based on the 2019-2020 annual data from VISIT FLORIDA.
7. FY 2019-2020 Expenditures: Total expenditures (salaries/benefits, operating expenses, and fixed capital expenditures) made by the park or administrative unit during the 12-month FY 2019-2020. Source: DEP Bureau of Finance and Accounting.

**STATE PARK SYSTEM DIRECT ECONOMIC IMPACT ASSESSMENT  
FISCAL YEAR 2019-2020  
STATEWIDE TOTAL**

DISTRICT	PARK ANNUAL ATTENDANCE	AVERAGE NON-LOCAL VISITOR PERCENT*	X	AVERAGE PER-PERSON/DAY EXPENDITURE**	=	VISITOR EXPENDITURES IN LOCAL AREA	+	FY 19/20 EXPENDITURES	=	TOTAL DIRECT ECONOMIC IMPACT	INCREASED STATE SALES TAX REVENUE ON VISITOR EXPENDITURES (7%)	TOTAL JOBS SUPPORTED ***
DISTRICT 1	3,134,284	0.74		\$ 116.89		\$ 271,111,178		\$ 16,052,522		\$ 287,163,700	\$ 18,977,782	4,020
DISTRICT 2	3,876,474	0.74		\$ 116.89		\$ 335,228,871		\$ 16,127,350		\$ 351,356,220	\$ 23,466,021	4,919
DISTRICT 3	7,371,475	0.74		\$ 116.89		\$ 637,622,267		\$ 22,213,453		\$ 659,835,720	\$ 44,633,559	9,238
DISTRICT 4	5,538,249	0.74		\$ 116.89		\$ 479,050,785		\$ 23,636,089		\$ 502,686,874	\$ 33,533,555	7,038
DISTRICT 5	4,917,418	0.74		\$ 116.89		\$ 425,349,773		\$ 21,843,781		\$ 447,193,554	\$ 29,774,484	6,261
CENTRAL OFFICE SUPPORT	0	0.74		\$ 116.89		\$		\$ 23,907,507		\$ 23,907,507	\$	383
STATEWIDE	24,837,900	0.74		\$ 116.89		\$ 2,148,362,874		\$ 123,780,702		\$ 2,272,143,576	\$ 150,385,401	31,810

\*16 jobs per \$1 million in total expenditures in local area [Thomas, C., Huber, C. & Koontz, L. 2012 *National Park Visitor Spending Effects: Economic Contributions to Local Communities, States, and the Nation*. Fort Collins, Colorado: U.S. Geological Survey & National Park Service].

**STATE PARK SYSTEM DIRECT ECONOMIC IMPACT ASSESSMENT  
FISCAL YEAR 2019-2020  
DISTRICT 1**

PARK	PARK ANNUAL ATTENDANCE	AVERAGE NON-LOCAL VISITOR PERCENT*	AVERAGE PER-PERSON/DAY EXPENDITURE**	VISITOR EXPENDITURES IN LOCAL AREA	FY 19/20 EXPENDITURES	TOTAL DIRECT ECONOMIC IMPACT	INCREASED STATE SALES TAX REVENUE ON VISITOR EXPENDITURES (7%)	TOTAL JOBS SUPPORTED ***
Alfred B. Maclay Gardens	93,658	0.74	\$116.89	\$ 8,101,286	\$ 808,427	\$ 8,909,713	\$ 567,090	125
Bald Point	30,621	0.74	\$116.89	\$ 2,648,674	\$ 130,799	\$ 2,779,473	\$ 185,407	39
Big Lagoon	110,254	0.74	\$116.89	\$ 9,536,817	\$ 799,719	\$ 10,336,536	\$ 667,577	145
Blackwater Heritage Trail	218,287	0.74	\$116.89	\$ 18,881,520	\$ 89,594	\$ 18,971,114	\$ 1,321,706	266
Blackwater River	78,680	0.74	\$116.89	\$ 6,805,710	\$ 295,853	\$ 7,101,563	\$ 476,400	99
Camp Helen	32,773	0.74	\$116.89	\$ 2,834,819	\$ 298,891	\$ 3,133,710	\$ 198,437	44
Constitution Convention	698	0.74	\$116.89	\$ 60,376	\$ 52,374	\$ 112,750	\$ 4,226	2
Deer Lake	19,557	0.74	\$116.89	\$ 1,691,653	\$ 46,420	\$ 1,738,073	\$ 118,416	24
Dr. Julian G. Bruce St. George Island	166,541	0.74	\$116.89	\$ 14,405,563	\$ 740,318	\$ 15,145,881	\$ 1,008,389	212
Econfina River	11,198	0.74	\$116.89	\$ 968,611	\$ 4,240	\$ 972,852	\$ 67,803	14
Eden Gardens	36,128	0.74	\$116.89	\$ 3,125,021	\$ 110,160	\$ 3,235,182	\$ 218,751	45
Edward Ball Wakulla Springs	154,457	0.74	\$116.89	\$ 13,360,314	\$ 1,518,772	\$ 14,879,086	\$ 935,222	208
Falling Waters	58,866	0.74	\$116.89	\$ 5,091,827	\$ 418,202	\$ 5,510,029	\$ 356,428	77
Florida Caverns	39,405	0.74	\$116.89	\$ 3,408,477	\$ 682,099	\$ 4,090,576	\$ 238,593	57
Fred Gannon Rocky Bayou	83,636	0.74	\$116.89	\$ 7,234,397	\$ 324,569	\$ 7,558,966	\$ 506,408	106
Grayton Beach	186,686	0.74	\$116.89	\$ 16,148,078	\$ 924,030	\$ 17,072,108	\$ 1,130,365	239
Henderson Beach	385,841	0.74	\$116.89	\$ 33,374,706	\$ 692,615	\$ 34,067,321	\$ 2,336,229	477
John Gorrie Museum	2,711	0.74	\$116.89	\$ 234,498	\$ 34,866	\$ 269,364	\$ 16,415	4
Lake Jackson Mounds	20,627	0.74	\$116.89	\$ 1,784,207	\$ 237,840	\$ 2,022,047	\$ 124,894	28
Lake Talquin (Includes Yellow River Bluff)	8,821	0.74	\$116.89	\$ 763,004	\$ 186,355	\$ 949,359	\$ 53,410	13
Letchworth-Love Mounds	5,969	0.74	\$116.89	\$ 516,310	\$ 57,615	\$ 573,926	\$ 36,142	8
Natural Bridge Battlefield	4,441	0.74	\$116.89	\$ 384,140	\$ 57,552	\$ 441,693	\$ 26,890	6
Ochlockonee River	31,578	0.74	\$116.89	\$ 2,731,453	\$ 314,660	\$ 3,046,113	\$ 191,202	43
Orman House	3,199	0.74	\$116.89	\$ 276,709	\$ 37,339	\$ 314,048	\$ 19,370	4
Perdido Key	198,276	0.74	\$116.89	\$ 17,150,596	\$ 40,610	\$ 17,191,206	\$ 1,200,542	241
Ponce de Leon Springs	78,277	0.74	\$116.89	\$ 6,770,851	\$ 140,644	\$ 6,911,495	\$ 473,960	97
San Marcos de Apalache	10,212	0.74	\$116.89	\$ 883,324	\$ 125,449	\$ 1,008,772	\$ 61,833	14
St. Andrews	472,087	0.74	\$116.89	\$ 40,834,865	\$ 1,134,441	\$ 41,969,305	\$ 2,858,441	588
St. Marks River Preserve	-	0.74	\$116.89	\$ -	\$ -	\$ -	\$ -	0
T.H. Stone Memorial St. Joseph	88,025	0.74	\$116.89	\$ 7,614,039	\$ 956,833	\$ 8,570,873	\$ 532,983	120
Tallahassee-St. Marks Historic Railroad	179,326	0.74	\$116.89	\$ 15,511,448	\$ 384,165	\$ 15,895,613	\$ 1,085,801	223
Tarkiln Bayou	40,932	0.74	\$116.89	\$ 3,540,561	\$ 4,886	\$ 3,545,446	\$ 247,839	50
Three Rivers	30,637	0.74	\$116.89	\$ 2,650,058	\$ 265,948	\$ 2,916,005	\$ 185,504	41
Topsail Hill	213,693	0.74	\$116.89	\$ 18,484,145	\$ 1,049,536	\$ 19,533,681	\$ 1,293,890	273
Torreya	31,662	0.74	\$116.89	\$ 2,738,719	\$ 479,732	\$ 3,218,451	\$ 191,710	45
Yellow River Marsh	6,525	0.74	\$116.89	\$ 564,403	\$ 14,204	\$ 578,608	\$ 39,508	8
District 1 Administration					\$ 2,592,765	\$ 2,592,765		36
<b>DISTRICT 1 TOTAL</b>	<b>3,134,284</b>			<b>\$ 271,111,178</b>	<b>\$ 16,052,522</b>	<b>\$ 287,163,700</b>	<b>18,977,782</b>	<b>4,020</b>

\*Non-local ratio average derived from the 2006 Florida State Park Visitor Study.

\*\*Per person per day visitor expenditure data is provided by Visit Florida.

\*\*\*16 jobs per \$1 million in total expenditures in local area [Thomas, C., Huber, C. & Koontz, L. 2012 *National Park Visitor Spending Effects: Economic Contributions to Local Communities, States, and the Nation*. Fort Collins, Colorado: U.S. Geological Survey & National Park Service].

**STATE PARK SYSTEM DIRECT ECONOMIC IMPACT ASSESSMENT  
FISCAL YEAR 2019-2020  
DISTRICT 2**

PARK	PARK ANNUAL ATTENDANCE	X	AVERAGE NON-LOCAL VISITOR PERCENT*	X	AVERAGE PER-PERSON/DAY EXPENDITURE**	=	VISITOR EXPENDITURES IN LOCAL AREA	+	FY 19/20 EXPENDITURES	=	TOTAL DIRECT ECONOMIC IMPACT	INCREASED STATE SALES TAX REVENUE ON VISITOR EXPENDITURES (7%)	TOTAL JOBS SUPPORTED ***
Amelia Island	92,966		0.74		\$ 116.89	\$	8,041,429	\$	102,075	\$	8,143,504	\$ 562,900	114
Big Shoals	11,722		0.74		\$ 116.89	\$	1,013,937	\$	122,408	\$	1,136,344	\$ 70,976	16
Big Talbot Island	353,010		0.74		\$ 116.89	\$	30,534,871	\$	46,318	\$	30,581,189	\$ 2,137,441	428
Cedar Key Museum	5,596		0.74		\$ 116.89	\$	484,046	\$	54,134	\$	538,181	\$ 33,883	8
Cedar Key Scrub	10,940		0.74		\$ 116.89	\$	946,295	\$	-	\$	946,295	\$ 66,241	13
Crystal River Archaeological	58,427		0.74		\$ 116.89	\$	5,053,854	\$	209,689	\$	5,263,543	\$ 353,770	74
Crystal River Preserve	133,789		0.74		\$ 116.89	\$	11,572,561	\$	307,787	\$	11,880,348	\$ 810,079	166
Devil's Millhopper	53,686		0.74		\$ 116.89	\$	4,643,764	\$	132,003	\$	4,775,767	\$ 325,063	67
Dudley Farm	15,552		0.74		\$ 116.89	\$	1,345,226	\$	161,997	\$	1,507,224	\$ 94,166	21
Ellie Schiller Homosassa Springs	228,004		0.74		\$ 116.89	\$	19,722,027	\$	1,715,381	\$	21,437,408	\$ 1,380,542	300
Fanning Springs	179,322		0.74		\$ 116.89	\$	15,511,102	\$	264,146	\$	15,775,248	\$ 1,085,777	221
Forest Capital	2,589		0.74		\$ 116.89	\$	223,945	\$	78,182	\$	302,127	\$ 15,676	4
Fort Clinch (Includes Fernandina Plaza)	244,272		0.74		\$ 116.89	\$	21,129,186	\$	888,738	\$	22,017,924	\$ 1,479,043	308
Fort Cooper	68,883		0.74		\$ 116.89	\$	5,958,283	\$	218,575	\$	6,176,858	\$ 417,080	86
Fort George Island	60,325		0.74		\$ 116.89	\$	5,218,028	\$	145,233	\$	5,363,262	\$ 365,262	75
Gainesville to Hawthorne Trail	18,913		0.74		\$ 116.89	\$	1,635,948	\$	-	\$	1,635,948	\$ 114,516	23
George Crady Bridge Fishing Pier	252,620		0.74		\$ 116.89	\$	21,851,276	\$	-	\$	21,851,276	\$ 1,529,589	306
Gilchrist Blue Springs	97,736		0.74		\$ 116.89	\$	8,454,027	\$	324,584	\$	8,778,611	\$ 591,782	123
Ichetucknee Springs	245,298		0.74		\$ 116.89	\$	21,217,934	\$	1,451,800	\$	22,669,734	\$ 1,485,255	317
Ichetucknee Trace	-		0.74		\$ 116.89	\$	-	\$	-	\$	-	\$ -	0
Lafayette Blue Springs	15,280		0.74		\$ 116.89	\$	1,321,699	\$	325,332	\$	1,647,030	\$ 92,519	23
Little Talbot Island	106,933		0.74		\$ 116.89	\$	9,249,555	\$	720,196	\$	9,969,751	\$ 647,469	140
Madison Blue Spring	16,327		0.74		\$ 116.89	\$	1,412,263	\$	137,640	\$	1,549,902	\$ 98,858	22
Manatee Springs (includes Anderson's Land	174,642		0.74		\$ 116.89	\$	15,106,289	\$	696,246	\$	15,802,535	\$ 1,057,440	221
Marjorie Kinnan Rawlings	13,544		0.74		\$ 116.89	\$	1,171,537	\$	215,428	\$	1,386,965	\$ 82,008	19
Mike Roess Gold Head Branch (excludes Sig	72,098		0.74		\$ 116.89	\$	6,236,376	\$	858,104	\$	7,094,480	\$ 436,546	99
Nature & Heritage Tourism Center	-		0.74		\$ 116.89	\$	-	\$	-	\$	-	\$ -	0
Nature Coast Trail	115,697		0.74		\$ 116.89	\$	10,007,629	\$	119,695	\$	10,127,324	\$ 700,534	142
O'Leno	77,755		0.74		\$ 116.89	\$	6,725,699	\$	378,039	\$	7,103,738	\$ 470,799	99
Olustee Battlefield	23,888		0.74		\$ 116.89	\$	2,066,279	\$	75,354	\$	2,141,633	\$ 144,639	30
Palatka-Lake Butler Trail	73,611		0.74		\$ 116.89	\$	6,367,248	\$	108,178	\$	6,475,426	\$ 445,707	91
Paynes Prairie (Includes Price's Scrub)	144,363		0.74		\$ 116.89	\$	12,487,197	\$	903,867	\$	13,391,064	\$ 874,104	187
Peacock Springs	13,896		0.74		\$ 116.89	\$	1,201,985	\$	73,278	\$	1,275,262	\$ 84,139	18
Pumpkin Hill Creek	27,351		0.74		\$ 116.89	\$	2,365,823	\$	181,644	\$	2,547,467	\$ 165,608	36
Rainbow Springs	249,959		0.74		\$ 116.89	\$	21,621,104	\$	842,977	\$	22,464,081	\$ 1,513,477	314
River Rise	11,544		0.74		\$ 116.89	\$	998,540	\$	-	\$	998,540	\$ 69,898	14
San Felasco Hammock	42,441		0.74		\$ 116.89	\$	3,671,087	\$	134,492	\$	3,805,579	\$ 256,976	53
Stephen Foster	58,536		0.74		\$ 116.89	\$	5,063,282	\$	1,096,895	\$	6,160,177	\$ 354,430	86
Suwannee River	34,522		0.74		\$ 116.89	\$	2,986,105	\$	370,633	\$	3,356,738	\$ 209,027	47
Suwannee River Wilderness Trail	3,257		0.74		\$ 116.89	\$	281,726	\$	89,291	\$	371,017	\$ 19,721	5
Troy Spring	11,354		0.74		\$ 116.89	\$	982,105	\$	79,493	\$	1,061,598	\$ 68,747	15
Waccasassa Bay	67,571		0.74		\$ 116.89	\$	5,844,797	\$	142,412	\$	5,987,209	\$ 409,136	84
Withlacoochee Trail	344,503		0.74		\$ 116.89	\$	29,799,027	\$	137,294	\$	29,936,321	\$ 2,085,932	419
Yellow Bluff Fort	527		0.74		\$ 116.89	\$	45,585	\$	-	\$	45,585	\$ 3,191	1
Yulee Sugar Mill Ruins	42,292		0.74		\$ 116.89	\$	3,658,199	\$	-	\$	3,658,199	\$ 256,074	51
District 2 Administration									2,217,810		2,217,810		31
<b>DISTRICT 2 TOTAL</b>	<b>3,875,541</b>					\$	<b>335,228,871</b>	\$	<b>16,127,350</b>	\$	<b>351,356,220</b>	\$ <b>23,466,021</b>	<b>4,919</b>

\*Non-local ratio average derived from the 2006 Florida State Park Visitor Study.

\*\*Per person per day visitor expenditure data is provided by Visit Florida.

\*\*\*16 full-time jobs per one million dollars in total new expenditures in the local area. Source: [Thomas, C., Huber, C. & Koortz, L. 2012 National Park Visitor Spending Effects: Economic Contributions to Local Communities, States, and the Nation. Fort Collins, Colorado: U.S. Geological Survey & National Park Service]

**STATE PARK SYSTEM DIRECT ECONOMIC IMPACT ASSESSMENT  
FISCAL YEAR 2019-2020  
DISTRICT 3**

PARK	PARK ANNUAL ATTENDANCE	X	AVERAGE NON-LOCAL VISITOR PERCENT*	X	AVERAGE PER-PERSON/DAY EXPENDITURE**	=	VISITOR EXPENDITURES IN LOCAL AREA	+	FY 19/20 EXPENDITURES	=	TOTAL DIRECT ECONOMIC IMPACT	INCREASED STATE SALES TAX REVENUE ON VISITOR EXPENDITURES (7%)	TOTAL JOBS SUPPORTED ***
A.D. Broussard Catfish Creek	3,458		0.74		\$ 116.89		\$ 299,112		\$ 64,676		\$ 363,788	\$ 20,938	5
Anastasia	750,872		0.74		\$ 116.89		\$ 64,949,377		\$ 1,994,847		\$ 66,944,224	\$ 4,546,456	937
Blue Spring	485,423		0.74		\$ 116.89		\$ 41,988,410		\$ 900,314		\$ 42,888,724	\$ 2,939,189	600
Bulow Creek	138,420		0.74		\$ 116.89		\$ 11,973,136		\$ -		\$ 11,973,136	\$ 838,120	168
Bulow Plantation Ruins	31,407		0.74		\$ 116.89		\$ 2,716,662		\$ 54,989		\$ 2,771,651	\$ 190,166	39
Colt Creek	45,747		0.74		\$ 116.89		\$ 3,957,051		\$ 383,516		\$ 4,340,567	\$ 276,994	61
Cross Florida Greenway	2,956,374		0.74		\$ 116.89		\$ 255,722,212		\$ 3,227,446		\$ 258,949,658	\$ 17,900,555	3,625
De Leon Springs	179,880		0.74		\$ 116.89		\$ 15,559,368		\$ 554,617		\$ 16,113,985	\$ 1,089,156	226
Dunns Creek	42,568		0.74		\$ 116.89		\$ 3,682,072		\$ 191,910		\$ 3,873,982	\$ 257,745	54
Faver-Dykes	30,338		0.74		\$ 116.89		\$ 2,624,195		\$ 589,138		\$ 3,213,333	\$ 183,694	45
Fort Mose	68,369		0.74		\$ 116.89		\$ 5,913,823		\$ 25,990		\$ 5,939,813	\$ 413,968	83
Gamble Rogers - Flagler Beach	136,902		0.74		\$ 116.89		\$ 11,841,831		\$ 1,291,457		\$ 13,133,288	\$ 828,928	184
Haw Creek	4,935		0.74		\$ 116.89		\$ 426,871		\$ -		\$ 426,871	\$ 29,881	6
Hontoon Island	30,815		0.74		\$ 116.89		\$ 2,665,454		\$ 245,621		\$ 2,911,075	\$ 186,582	41
Indian River Lagoon	-		0.74		\$ 116.89		\$ -		\$ -		\$ -	\$ -	0
Klissimnee Prairie	28,318		0.74		\$ 116.89		\$ 2,449,467		\$ 701,667		\$ 3,151,135	\$ 171,463	44
Lake Griffin	45,310		0.74		\$ 116.89		\$ 3,919,252		\$ 349,467		\$ 4,268,719	\$ 274,348	60
Lake Klissimnee	59,160		0.74		\$ 116.89		\$ 5,117,257		\$ 852,203		\$ 5,969,460	\$ 358,208	84
Lake Louisa	150,060		0.74		\$ 116.89		\$ 12,979,980		\$ 875,094		\$ 13,855,074	\$ 908,599	194
Lower Wekiva River	32,526		0.74		\$ 116.89		\$ 2,813,453		\$ -		\$ 2,813,453	\$ 196,942	39
North Peninsula	266,396		0.74		\$ 116.89		\$ 23,042,881		\$ -		\$ 23,042,881	\$ 1,613,002	323
Okeechobee Battlefield	3,557		0.74		\$ 116.89		\$ 307,676		\$ -		\$ 307,676	\$ 21,537	4
Palatka-St. Augustine Rail Trail	104,681		0.74		\$ 116.89		\$ 9,054,760		\$ 28,478		\$ 9,083,238	\$ 633,833	127
Ravine Gardens	178,030		0.74		\$ 116.89		\$ 15,399,346		\$ 758,641		\$ 16,157,987	\$ 1,077,954	226
Rock Springs Run	38,530		0.74		\$ 116.89		\$ 3,332,791		\$ 81,890		\$ 3,414,681	\$ 233,295	48
Sebastian Inlet	584,327		0.74		\$ 116.89		\$ 50,543,467		\$ 1,466,301		\$ 52,009,768	\$ 3,538,043	728
Silver Springs	308,741		0.74		\$ 116.89		\$ 26,705,664		\$ 1,439,396		\$ 28,145,061	\$ 1,869,396	394
St. Sebastian River	56,674		0.74		\$ 116.89		\$ 4,902,222		\$ 553,540		\$ 5,455,762	\$ 343,156	76
Tomoka (Includes Addison Blockhouse)	166,486		0.74		\$ 116.89		\$ 14,400,806		\$ 850,730		\$ 15,251,536	\$ 1,008,056	214
Van Fleet Trail	15,074		0.74		\$ 116.89		\$ 1,303,880		\$ 169,047		\$ 1,472,927	\$ 91,272	21
Washington Oaks	103,970		0.74		\$ 116.89		\$ 8,993,259		\$ 704,803		\$ 9,698,062	\$ 629,528	136
Wekiwa Springs	324,127		0.74		\$ 116.89		\$ 28,036,532		\$ 1,493,156		\$ 29,529,688	\$ 1,962,557	413
District 3 Administration									\$ 2,364,517		\$ 2,364,517		33
<b>DISTRICT 3 TOTAL</b>	<b>7,371,475</b>						<b>\$ 637,622,267</b>		<b>\$ 22,213,453</b>		<b>\$ 659,835,720</b>	<b>44,633,559</b>	<b>9,238</b>

\*Non-local ratio average derived from the 2006 Florida State Park Visitor Study.

\*\*Per person per day visitor expenditure data is provided by Visit Florida.

\*\*\*16 jobs per \$1 million in total expenditures in local area [Thomas, C., Huber, C. & Koontz, L. 2012 National Park Visitor Spending Effects: Economic Contributions to Local Communities, States, and the Nation. Fort Collins, Colorado: U.S. Geological Survey & National Park Service].

In this report.

**STATE PARK SYSTEM DIRECT ECONOMIC IMPACT ASSESSMENT  
FISCAL YEAR 2019-2020  
DISTRICT 4**

PARK	PARK ANNUAL ATTENDANCE	AVERAGE NON-LOCAL VISITOR PERCENT*	AVERAGE PER-PERSON/DAY EXPENDITURE**	VISITOR EXPENDITURES IN LOCAL AREA	FY 19/20 EXPENDITURES	TOTAL DIRECT ECONOMIC IMPACT	INCREASED STATE SALES TAX REVENUE ON VISITOR EXPENDITURES (7%)	TOTAL JOBS SUPPORTED ***
	X	X	=	+	=	=		***
Alafia River	132,571	0.74	\$ 116.89	\$ 11,467,206	\$ 461,752	\$ 11,928,958	\$ 802,704	167
Anclote Key	155,785	0.74	\$ 116.89	\$ 13,475,184	\$ 75,111	\$ 13,550,295	\$ 943,263	190
Caladesi Island	161,930	0.74	\$ 116.89	\$ 14,006,718	\$ 335,545	\$ 14,342,264	\$ 980,470	201
Cayo Costa	121,835	0.74	\$ 116.89	\$ 10,538,557	\$ 451,257	\$ 10,989,814	\$ 737,699	154
Charlotte Harbor	242,504	0.74	\$ 116.89	\$ 20,976,256	\$ 444,338	\$ 21,420,594	\$ 1,468,338	300
Cockroach Bay	-	0.74	\$ 116.89	\$ -	\$ -	\$ -	\$ -	0
Collier-Seminole	64,304	0.74	\$ 116.89	\$ 5,562,206	\$ 1,666,536	\$ 7,228,742	\$ 389,354	101
Dade Battlefield	38,725	0.74	\$ 116.89	\$ 3,349,658	\$ 284,689	\$ 3,634,347	\$ 234,476	51
Delnor-Wiggins Pass	477,776	0.74	\$ 116.89	\$ 41,326,955	\$ 770,952	\$ 42,097,907	\$ 2,892,887	589
Don Pedro Island	75,407	0.74	\$ 116.89	\$ 6,522,600	\$ 99,092	\$ 6,621,692	\$ 456,582	93
Egmont Key	218,668	0.74	\$ 116.89	\$ 18,914,476	\$ 48,988	\$ 18,963,464	\$ 1,324,013	265
Estero Bay	22,654	0.74	\$ 116.89	\$ 1,959,539	\$ 116,558	\$ 2,076,097	\$ 137,168	29
Fakahatchee Strand	40,211	0.74	\$ 116.89	\$ 3,478,195	\$ 694,942	\$ 4,173,137	\$ 243,474	58
Gasparilla Island	256,660	0.74	\$ 116.89	\$ 22,200,731	\$ 389,123	\$ 22,589,854	\$ 1,554,051	316
Highlands Hammock	147,488	0.74	\$ 116.89	\$ 12,757,506	\$ 909,184	\$ 13,666,690	\$ 893,025	191
Hillsborough River	191,328	0.74	\$ 116.89	\$ 16,549,604	\$ 1,156,687	\$ 17,706,291	\$ 1,158,472	248
Honeymoon Island	1,252,866	0.74	\$ 116.89	\$ 108,371,155	\$ 1,387,441	\$ 109,758,596	\$ 7,585,981	1,537
J. P. Benjamin - Gamble Plantation	50,241	0.74	\$ 116.89	\$ 4,345,776	\$ 399,639	\$ 4,745,415	\$ 304,204	66
Koreshan	107,143	0.74	\$ 116.89	\$ 9,267,719	\$ 699,983	\$ 9,967,703	\$ 648,740	140
Lake June-in-Winter Scrub	7,567	0.74	\$ 116.89	\$ 654,535	\$ 67,436	\$ 721,971	\$ 45,817	10
Lake Manatee	54,612	0.74	\$ 116.89	\$ 4,723,862	\$ 400,303	\$ 5,124,165	\$ 330,670	72
Little Manatee River	53,500	0.74	\$ 116.89	\$ 4,627,675	\$ 730,661	\$ 5,358,336	\$ 323,937	75
Lovers Key	758,572	0.74	\$ 116.89	\$ 65,615,416	\$ 3,035,410	\$ 68,650,826	\$ 4,593,079	961
Madira Bickel Mound	381	0.74	\$ 116.89	\$ 32,956	\$ -	\$ 32,956	\$ 2,307	0
Mound Key	1,591	0.74	\$ 116.89	\$ 137,619	\$ -	\$ 137,619	\$ 9,633	2
Myakka River	301,852	0.74	\$ 116.89	\$ 26,109,775	\$ 2,282,643	\$ 28,392,418	\$ 1,827,684	397
Oscar Scherer	120,706	0.74	\$ 116.89	\$ 10,440,900	\$ 1,284,510	\$ 11,725,410	\$ 730,863	164
Paynes Creek	10,265	0.74	\$ 116.89	\$ 887,908	\$ 286,955	\$ 1,174,863	\$ 62,154	16
Skyway Fishing Pier	176,371	0.74	\$ 116.89	\$ 15,255,845	\$ -	\$ 15,255,845	\$ 1,067,909	214
South Fork (formerly Beker)	-	0.74	\$ 116.89	\$ -	\$ -	\$ -	\$ -	0
Stump Pass Beach	89,839	0.74	\$ 116.89	\$ 7,770,948	\$ 89,794	\$ 7,860,742	\$ 543,966	110
Terra Ceia	1,647	0.74	\$ 116.89	\$ 142,463	\$ 152,455	\$ 294,918	\$ 9,972	4
Weeki Wachee Springs	178,061	0.74	\$ 116.89	\$ 15,402,027	\$ 3,104,645	\$ 18,506,672	\$ 1,078,142	259
Werner-Boyce Salt Springs	15,383	0.74	\$ 116.89	\$ 1,330,608	\$ 317,134	\$ 1,647,742	\$ 93,143	23
Wingate Creek (formerly Beker)	46	0.74	\$ 116.89	\$ 3,979	\$ -	\$ 3,979	\$ 279	0
Ybor City	9,760	0.74	\$ 116.89	\$ 844,226	\$ 146,448	\$ 990,675	\$ 59,096	14
District 4 Administration					\$ 1,345,877	\$ 1,345,877	\$ -	19
<b>DISTRICT 4 TOTAL</b>	<b>5,538,249</b>			<b>\$ 479,050,785</b>	<b>\$ 23,636,089</b>	<b>\$ 502,686,874</b>	<b>\$33,533,555</b>	<b>7,038</b>

\*Non-local ratio average derived from the 2006 Florida State Park Visitor Study.

\*\*Per person per day visitor expenditure data is provided by Visit Florida.

\*\*\*16 jobs per \$1 million in total expenditures in local area [Thomas, C., Huber, C. & Koontz, L. 2012 *National Park Visitor Spending Effects: Economic Contributions to Local Communities, States, and the Nation*. Fort Collins, Colorado: U.S. Geological Survey & National Park Service].

**STATE PARK SYSTEM DIRECT ECONOMIC IMPACT ASSESSMENT  
FISCAL YEAR 2019-2020  
DISTRICT 5**

PARK	PARK ANNUAL ATTENDANCE	AVERAGE NON-LOCAL VISITOR PERCENT**	AVERAGE PER-PERSON/DAY EXPENDITURE**	VISITOR EXPENDITURES IN LOCAL AREA	FY 19/20 EXPENDITURES	TOTAL DIRECT ECONOMIC IMPACT	INCREASED STATE SALES TAX REVENUE ON VISITOR EXPENDITURES (7%)	TOTAL JOBS SUPPORTED ***
Atlantic Ridge	6,039	0.74	\$ 116.89	\$ 522,365	\$ 124,734	\$ 647,099	\$ 36,566	9
Avalon	159,423	0.74	\$ 116.89	\$ 13,789,866	\$ 147,734	\$ 13,937,601	\$ 965,291	195
Bahia Honda	359,134	0.74	\$ 116.89	\$ 31,064,588	\$ 5,531,343	\$ 36,595,932	\$ 2,174,521	512
Bill Baggs Cape Florida	406,057	0.74	\$ 116.89	\$ 35,123,362	\$ 1,172,831	\$ 36,296,193	\$ 2,458,635	508
Curry Hammock	65,976	0.74	\$ 116.89	\$ 5,706,832	\$ 588,655	\$ 6,295,486	\$ 399,478	88
Dagny Johnson Key Largo Hammock	19,041	0.74	\$ 116.89	\$ 1,647,020	\$ 762,505	\$ 2,409,525	\$ 115,291	34
Florida Keys Overseas Heritage Trail	1,378,791	0.74	\$ 116.89	\$ 119,263,491	\$ 453,090	\$ 119,716,581	\$ 8,348,444	1,676
Fort Pierce Inlet (includes Jack Island)	207,243	0.74	\$ 116.89	\$ 17,926,229	\$ 786,268	\$ 18,712,497	\$ 1,254,836	262
Fort Zachary Taylor	492,028	0.74	\$ 116.89	\$ 42,559,733	\$ 754,645	\$ 43,314,378	\$ 2,979,181	606
Hugh Taylor Birch	285,725	0.74	\$ 116.89	\$ 24,714,812	\$ 899,006	\$ 25,613,818	\$ 1,730,037	359
Indian Key	13,788	0.74	\$ 116.89	\$ 1,192,643	\$ -	\$ 1,192,643	\$ 83,485	17
John D. MacArthur Beach	99,526	0.74	\$ 116.89	\$ 8,608,860	\$ 737,005	\$ 9,345,864	\$ 602,620	131
John Pennkamp Coral Reef	377,293	0.74	\$ 116.89	\$ 32,635,316	\$ 1,657,552	\$ 34,292,869	\$ 2,284,472	480
John U. Lloyd Beach	210,299	0.74	\$ 116.89	\$ 18,190,569	\$ 1,098,017	\$ 19,288,586	\$ 1,273,340	270
Jonathan Dickinson	255,101	0.74	\$ 116.89	\$ 22,065,879	\$ 1,488,715	\$ 23,554,595	\$ 1,544,612	330
Lignumvitae Key	56,587	0.74	\$ 116.89	\$ 4,894,696	\$ 1,184,250	\$ 6,078,946	\$ 342,629	85
Long Key	31,699	0.74	\$ 116.89	\$ 2,741,919	\$ 707,091	\$ 3,449,010	\$ 191,934	48
Oleta River	241,625	0.74	\$ 116.89	\$ 20,900,224	\$ 974,106	\$ 21,874,331	\$ 1,463,016	306
San Pedro	20,866	0.74	\$ 116.89	\$ 1,804,880	\$ -	\$ 1,804,880	\$ 126,342	25
Savannas	46,954	0.74	\$ 116.89	\$ 4,061,455	\$ 623,080	\$ 4,684,535	\$ 284,302	66
Seabranck	43,810	0.74	\$ 116.89	\$ 3,789,504	\$ -	\$ 3,789,504	\$ 265,265	53
St. Lucie Inlet	9,596	0.74	\$ 116.89	\$ 830,041	\$ 363,830	\$ 1,193,871	\$ 58,103	17
The Barnacle	119,544	0.74	\$ 116.89	\$ 10,340,389	\$ 328,398	\$ 10,668,786	\$ 723,827	149
Windley Key Fossil Reef	11,273	0.74	\$ 116.89	\$ 975,099	\$ 140,620	\$ 1,115,718	\$ 68,257	16
District 5 Administration					\$ 1,320,307	\$ 1,320,307	\$ -	18
<b>DISTRICT 5 TOTAL</b>	<b>4,917,418</b>			<b>\$ 425,349,773</b>	<b>\$ 21,843,781</b>	<b>\$ 447,193,554</b>	<b>\$ 29,774,484</b>	<b>6,251</b>

\*\*Non-local ratio average derived from the 2006 Florida State Park Visitor Study.

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\*\*\*16 jobs per \$1 million in total expenditures in local area [Thomas, C., Huber, C. & Koontz, L. 2012. *National Park Visitor Spending Effects: Economic Contributions to Local Communities, States, and the Nation*. Fort Collins, Colorado: U.S. Geological Survey & National Park Service].

## HISTORIC BEGINNINGS

Koreshan State Park offers a window into the lives of a unique and interesting pioneer group that made its home under towering oaks on the banks of the Estero River.

The founding of the Koreshan Unity Settlement in Florida continued a movement that began in Moravia, New York, in 1880. Dr. Cyrus R. Teed led the religious group that shared a commitment to communal living and a belief that the universe existed on the inside of the Earth.

Facing criticism and hostility for their beliefs, Dr. Teed and 200 followers relocated to the Florida frontier in 1894 to build their utopian community. Encouraged by their visionary leader, the industrious Koreshans built and operated a store, bakery, sawmill, boat works, printing press and machine shop. Education, science and art also helped shape the community, which produced plays and created elaborate gardens.

After the death of Dr. Teed in 1908, membership of his religious group began to decline. In 1961, the four remaining members deeded 305 acres of their land to the state of Florida as a park and memorial. The Koreshan Unity Settlement Historic District is on the National Register of Historic Places.

Koreshan State Park maintains the heart of Dr. Teed's "New Jerusalem" with historic buildings and landscaped grounds. Today, the pioneer settlement is a quiet refuge with opportunities to learn and to enjoy nature.



## KORESHAN STATE PARK

3800 Corkscrew Road  
Estero, FL 33928  
239-992-0311

### PARK GUIDELINES

- Hours are 8 a.m. until sunset, 365 days a year.
- An entrance fee is required.
- All plants, animals and park property are protected. Please help preserve our historic resources.
- Pets are permitted in designated areas only. Pets must be kept on a hand-held leash no longer than 6 feet and well-behaved at all times.
- Fishing, boating and fires are allowed in designated areas only. A Florida fishing license may be required.
- Fireworks and hunting are prohibited.
- Consumption of alcoholic beverages is prohibited, except in designated areas

### MORE INFORMATION

- Inquire at the ranger station about becoming a volunteer.
- For camping information, call 866-I CAMP FL, or contact Reserve America at 800-326-3521 or TDD 888-433-0287 or online at ReserveAmerica.com.
- Florida State Parks are committed to providing equal access to all facilities and programs. Should you need assistance to enable your participation, please contact the ranger station.

[FloridaStateParks.org](http://FloridaStateParks.org)

Follow us on social media  
#FLStateParks



## KORESHAN STATE PARK

*A historic treasure*



**FLORIDA STATE PARKS**

*...the Real Florida™*

## EXPERIENCES AND AMENITIES

Experience the past as you explore the place where the settlers of the Koreshan Unity lived and worked. Join a **guided tour** and learn about the daily life of the Koreshans, from what they ate to how they produced electricity. **Self-guided tour booklets** are available.

Visitors also can enjoy **hiking, picnicking, canoeing** and **camping** in the 200-acre park.

A **nature trail** meanders along the Estero River through pines, palmettos, oaks and palms where bobcats, gray foxes, river otters and alligators can be found. Koreshan is home to over 100 bird species, including bald eagles.

A **boat ramp** provides access to the brackish Estero River with snook, mullet and other popular game fish. Estero Bay is nearby and offers saltwater **fishing**. **Canoe and kayak rentals** are available at the park.

Sixty secluded **campsites** have water, electricity, a picnic table and fire ring. Other amenities include a utility area with a washer, dryer and sinks, and a vending machine. Twelve tent-only campsites are located next to the Estero River; limited hammock camping is available. A well-shaded **picnic area** with a **playground** is a short walk away.

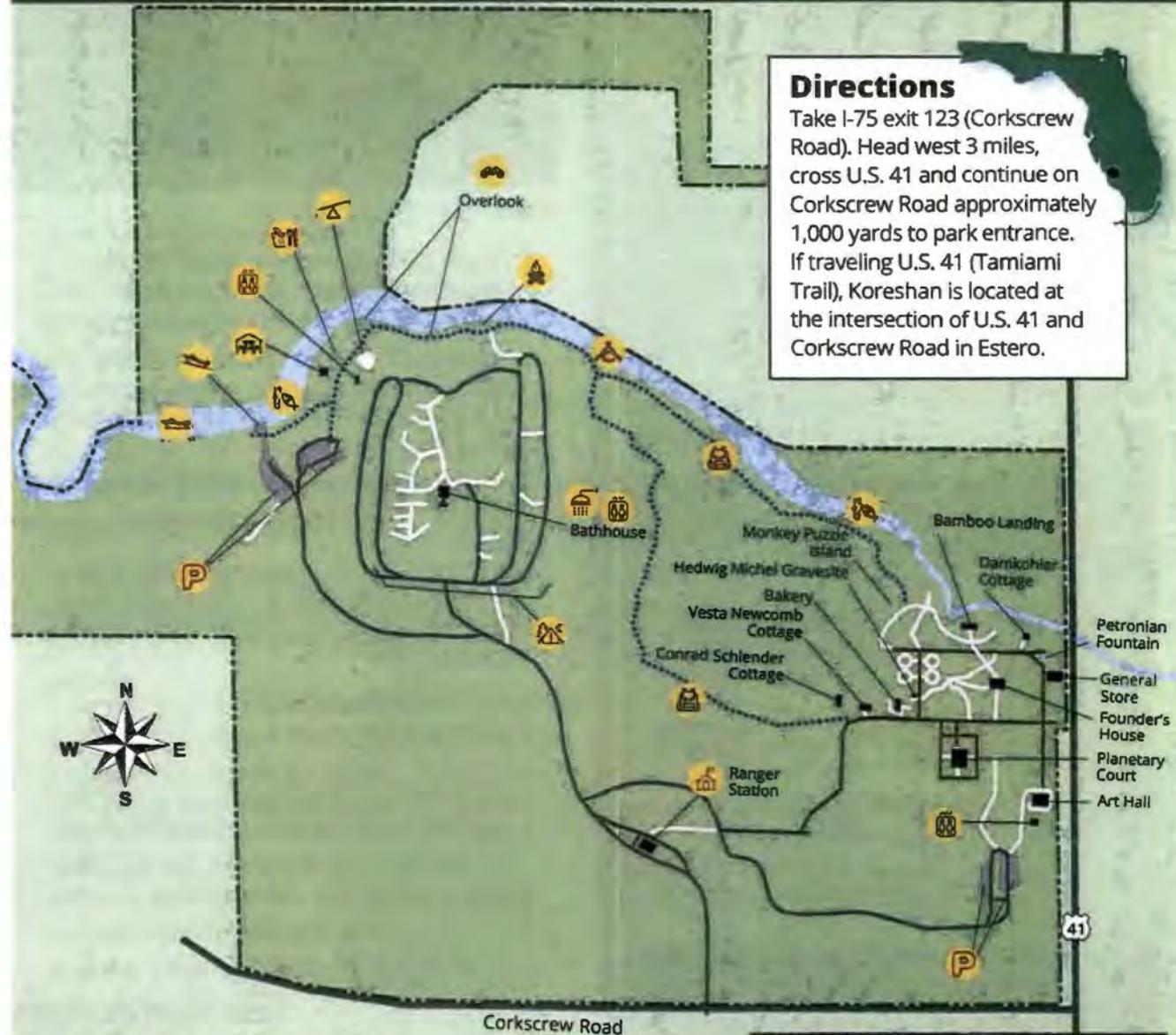
The nearest Gulf Coast beaches are found to the south at Delnor-Wiggins Pass State Park and to the west at Lovers Key State Park. Estero Bay Preserve State Park, just northwest of Koreshan State Park, has hiking trails.



# Koreshan State Park

## Directions

Take I-75 exit 123 (Corkscrew Road). Head west 3 miles, cross U.S. 41 and continue on Corkscrew Road approximately 1,000 yards to park entrance. If traveling U.S. 41 (Tamiami Trail), Koreshan is located at the intersection of U.S. 41 and Corkscrew Road in Estero.



PO00316\_04.20

	Bathhouse		Canoeing/Kayaking		Pavilion
	Boating		Fishing		Picnicking
	Boat Ramp		Hiking		Playground
	Campfire Circle		Parking		Restrooms
	Camping		Nature Trail		Wildlife Viewing



CPH, INC.  
 2216 ALTAMONT AVENUE  
 FORT MYERS, FL 33901  
 Phone Number: 239-332-5499  
 Fax Number: 239-332-2955

Date: 4/9/2020  
 Koreshan State Park Boat Ramp & Kayak Launch  
 Estero, FL

Preliminary Opinion of Probable Cost

Item	Quantity	Unit	Unit Cost	Total
0101 1 Mobilization	1	Lump Sum	\$20,000.00	\$20,000.00
0104 11 Floating Turbidity Barrier	150	L.F.	\$10.00	\$1,500.00
0110 1 1 Clearing and Grubbing	0.1	AC.	\$10,000.00	\$1,000.00
0120 1 Regular Excavation	133	C.Y.	\$6.00	\$798.00
0145 1 Geosynthetic Reinforced Soil Slope	2817	S.F.	\$7.00	\$19,719.00
0160 4 Type B Stabilization	313	S.Y.	\$5.00	\$1,565.00
0265 709 Optional Base Group 9	130	S.Y.	\$20.00	\$2,600.00
0285 785 Optional Base - 12" Graded Aggregate	70	S.Y.	\$75.00	\$5,250.00
0339 1 Miscellaneous Asphalt Pavement	15	TN.	\$460.00	\$6,900.00
0350 3 5 Plain Cement Pavement, 6"	52	S.Y.	\$65.00	\$3,380.00
0400 0 11 Concrete Class NS, Gravity Wall	15	C.Y.	\$547.39	\$8,210.85
0400 2 8 Class II Concrete, Bulkhead	12	C.Y.	\$1,532.00	\$18,384.00
0455 14 Concrete Sheet Piling, 10" x 30"	184	L.F.	\$600.00	\$110,400.00
0515 2311 Ped/Bicycle Railing, Alum, 42", Type 1	283	L.F.	\$74.00	\$20,942.00
0522 1 Concrete Sidewalk & Driveways, 4"	85	S.Y.	\$39.00	\$3,315.00
0711 11123 Thermoplastic, STD, White, Solid, 12"	26	L.F.	\$4.00	\$104.00
0711 11125 Thermoplastic, STD, White, Solid, 24"	21	L.F.	\$6.00	\$126.00
Boat Ramp Removal / Dredging / Replacement	1	LS	\$50,000.00	\$50,000.00
Composite Floating Dock	1	LS	\$13,000.00	\$13,000.00
Composite Kayak Launch	1	EACH	\$10,000.00	\$10,000.00
Pilings	1	LS	\$17,500.00	\$17,500.00
10" CCA Treated Wood Anchor Piles with Caps	3	EACH	\$100.00	\$300.00
Aluminum Gangway	1	EACH	\$10,000.00	\$10,000.00
<b>Sub-total</b>				<b>\$324,993.85</b>
<b>TOTAL ONSITE CONSTRUCTION COST</b>				<b>\$324,993.85</b>
Contingency (10%)				\$32,499.39
<b>Total Cost</b>				<b>\$357,493.24</b>

Jeffrey M Sattfield, P.E.

License #61905

4/27/2020

*Wayne Thomas*  
Department of Environmental Protection  
Project Manager  
Bureau of Design and Construction  
3800 Commonwealth Boulevard 260M, MS 520  
Tallahassee, FL 32399

**RE:** *CN210*  
*Koreshan State Park - Boat Ramp/Canoe Launch Project*

Dear *Wayne*;

For your review, CPH, Inc., has provided a proposal summary and man-hour documentation for the services tasks identified below:

- FDEP has requested a Construction Administration Proposal for the Koreshan ADA Boat Ramp/Kayak Launch Project.

Please review the attached Proposal Summary and deliverables.

Sincerely,

*Ariel Elvambuena, P.E.*  
*CPH, Inc.*

**Boat Ramp Design  
Koreshan State Park  
CN210, TA20**

**Subtask 7: Construction Administration Services**

**Description:**

- 7A: Bidding - CPH will provide bid phase services to include: Preparing the final plans including a bid form to be used by potential contractors bidding on the project, attend the Pre-Bid meeting and respond to contractor Requests for Information (RFI) during the bid.
- 7B: Construction Phase Services – CPH will provide Construction Administration Services to include: Attend the pre-construction meeting, perform up to 4 progress inspections of the project, responding to contractor RFI during construction, review and approve (or reject) shop drawings, attending the substantial and final walk-through inspections, and providing project certification. CPH will assist should any revision to the plans occur.

**Deliverable:**

- 7A: Bidding - CPH will provide a complete plan set in pdf format suitable for FDEP to bid the project and responses to RFIs (as needed).
- 7B: Construction Phase Services – CPH will provide responses to RFIs (as needed) shop drawings approvals/resubmittals, punchlist reports for each of the four progress inspections and two walk-through inspections noted above, and project completion certification, in pdf format

**Performance Measure:** Deliverables will be reviewed by the Department to confirm they are complete, accurate, and timely.

**Fixed Price Cost:**

Subtask 7A - Bidding				
Firm Name	Position Classification	Hourly Rate	Hours	Total Fixed Price Cost
CPH, Inc.	Sr. Project Manager	\$132.61	1	\$132.61
CPH, Inc.	Project Manager	\$98.73	2	\$197.46
CPH, Inc.	Project Engineer	\$73.37	20	\$1,467.40
			<b>Total</b>	<b>\$1,797.47</b>
Subtask 7B – Construction Phase Services				
Firm Name	Position Classification	Hourly Rate	Hours	Total Fixed Price Cost
CPH, Inc.	Sr. Construction Manager	40	32	\$3,469.12
CPH, Inc.	Administrative	\$59.24	20	\$1,184.80
			<b>Total</b>	<b>\$4,653.92</b>

**Total for Subtask 7: \$6,451.39**

**Project Schedule:**

Activity	Duration (Calendar Days)	Dates
Subtask 7A: Bidding	Construction Duration	
Subtask 7B: Construction Phase Services	Construction Duration	

**Summary of Fees:**

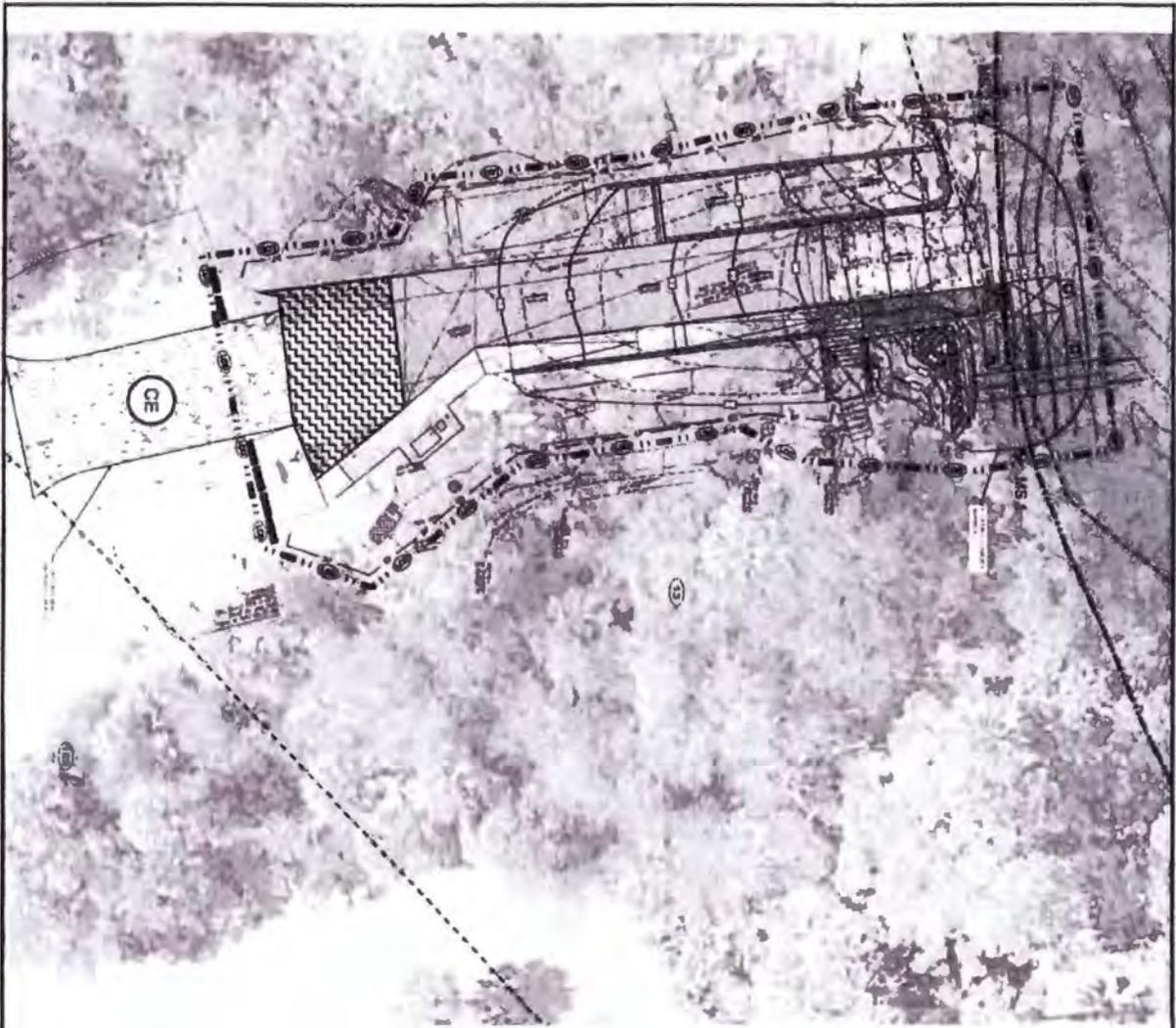
Subtask	Subtask Fixed Price Cost	Subtask Reimbursable
Subtask 7A: Bidding	\$1,797.47	
Subtask 7B: Construction Phase Services	\$4,653.92	
<b>Total Fixed Cost:</b>	\$6,451.39	
<b>Total Reimbursable Cost:</b>	\$0	
<b>Overall Total Cost:</b>	\$6,451.39	

Payment will be made upon approval of deliverables for each subtask by the FDEP in the amount specified.









PROJECT: KORESHAN STATE PARK  
 TOTAL DISTURBED AREA: 530 AC

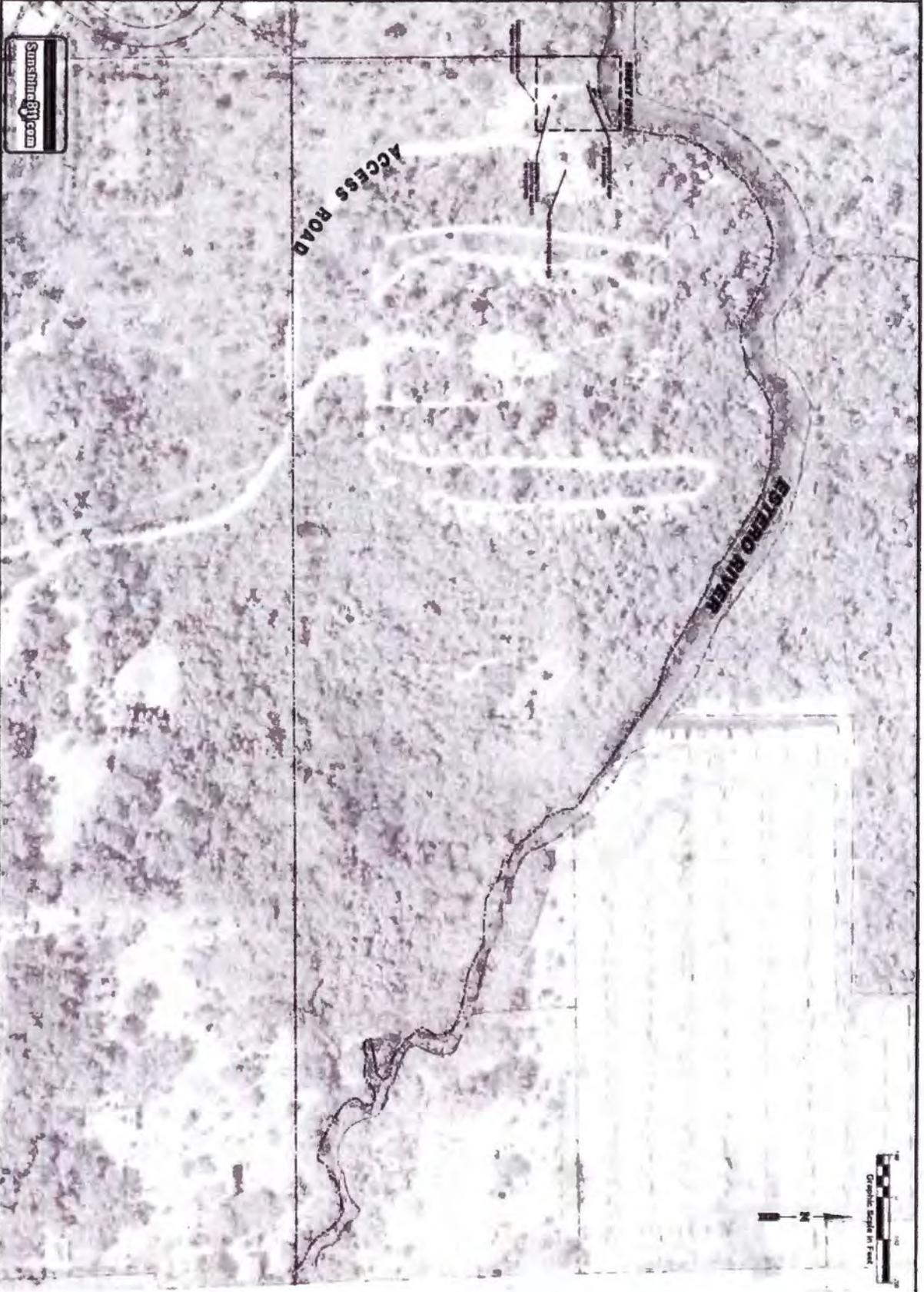
MS # 4

- LEGEND**
- Catch Basin
  - Stormwater Pipe
  - Easement Boundary
  - Proposed Structure
  - Existing Structure
  - Utility Line
  - Survey Point
  - Spot Elevation



C102	KORESHAN STATE PARK STORMWATER POLLUTION PREVENTION PLAN	DATE: 11/11/10 SCALE: AS SHOWN	DESIGNED BY: J. Allen CHECKED BY: V. Zaleski DRAWN BY: A. Eshwartz	PROJECT NO.: F13615 DRAWING NO.: BG103C	SHEET NO.: 1 OF 1 TOTAL SHEETS: 1
	ADA BOAT RAMP & CANOE / KAYAK LAUNCH			Department of Environmental Protection Division of Recreation and Parks Bureau of Design and Construction 3540 Thomasville Rd Tallahassee, FL 32305 (904) 498-5075	





SunshineFL.com

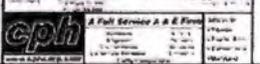
C104

KORESHAN STATE PARK  
 PROJECT LAYOUT  
 ADA BOAT RAMP &  
 CANOE / KAYAK LAUNCH

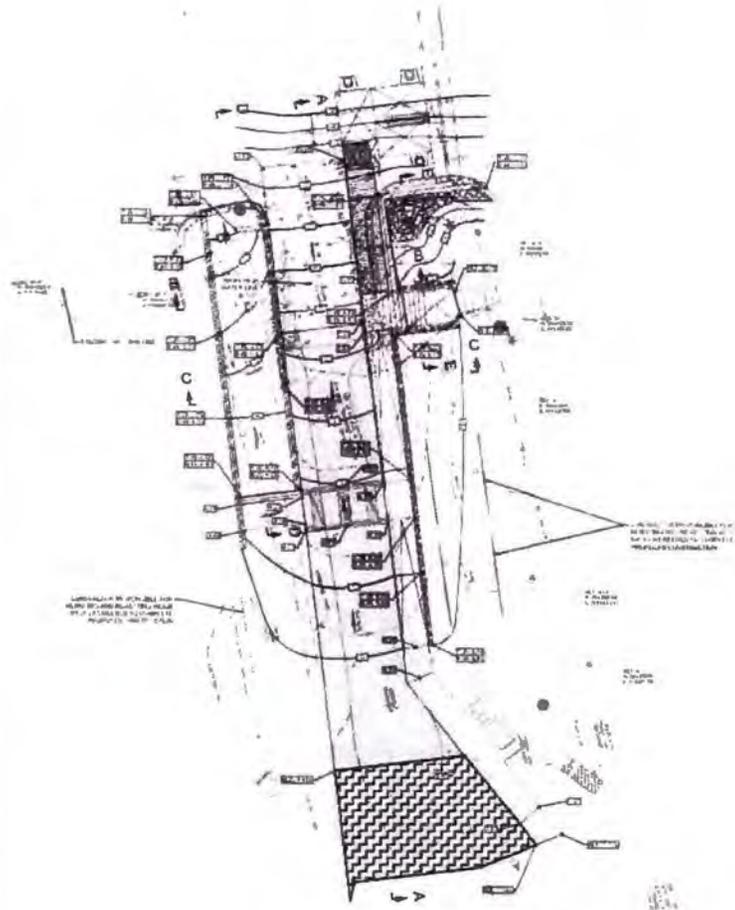
DATE: 06/15/15  
 SCALE: AS SHOWN

DESIGNED BY: J. Ader  
 CHECKED BY: V. Delacruz  
 DATE: 06/15/15  
 PROJECT NO: F13615  
 SHEET NO: 6G102C

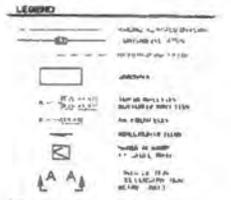
Department of Environmental Protection  
 Division of Recreation and Parks  
 Bureau of Design and Construction  
 3310 Thomasville Rd, Tallahassee, FL 32309 (850) 488-5372





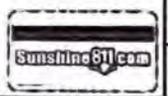


NOTE: ELEVATIONS ARE SHOWN IN NAVD  
 TIDE INTERPOLATION POINT #100  
 MEAN HIGH WATER ELEVATION = 0.25  
 MEAN LOW WATER ELEVATION = -1.55  
 100 YEAR FLOOD ELEVATION (ZONE AE) = 18.05  
 TOP OF WATER ELEVATION = -4.55 ON 06-25-19



**NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE ADA REGULATIONS.
2. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 10 FEET.
3. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 4 FEET.
4. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 2 FEET.
5. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 1 FEET.
6. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 6 INCHES.
7. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 4 INCHES.
8. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 2 INCHES.
9. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 1 INCH.
10. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 6 INCHES.
11. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 4 INCHES.
12. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 2 INCHES.
13. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 1 INCH.
14. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 6 INCHES.
15. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 4 INCHES.
16. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 2 INCHES.
17. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 1 INCH.
18. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 6 INCHES.
19. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 4 INCHES.
20. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 2 INCHES.
21. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 1 INCH.
22. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 6 INCHES.
23. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 4 INCHES.
24. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 2 INCHES.
25. THE RAMP SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 1 INCH.

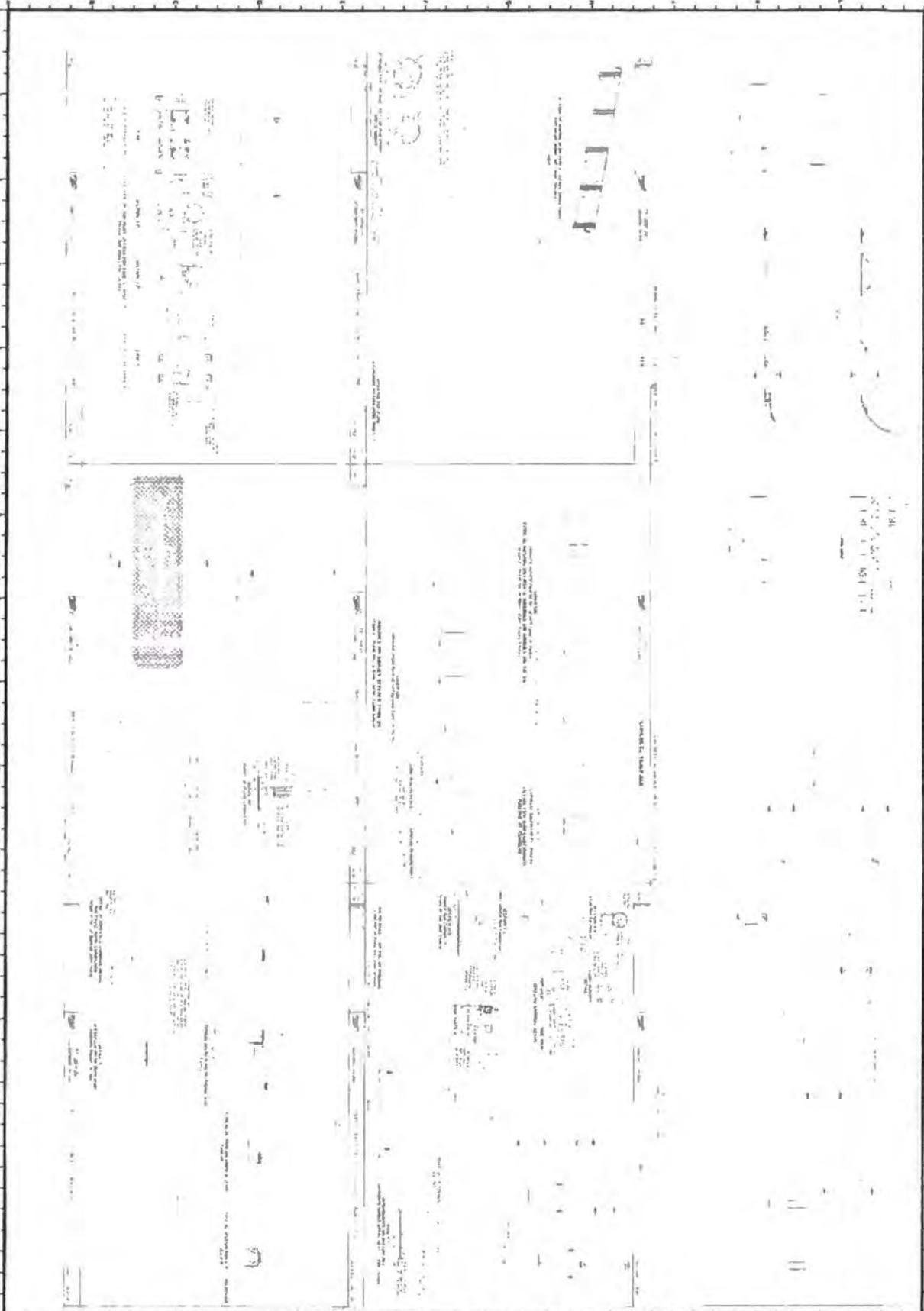


KORESMAN STATE PARK		PROJECT NO. 076-02015		DATE: 06/25/19	
GRADING AND STORM DRAINAGE PLAN		F3615		EG-103C	
ADA BOAT RAMP & CANOE / KAYAK LAUNCH		PROJECT LOCATION: KORESMAN STATE PARK		PROJECT NUMBER: 076-02015	
C106		SUNSHINE 811.COM		Department of Environmental Protection Division of Recreation and Parks Bureau of Parks and Recreation 1000 Commonwealth Blvd Tallahassee, FL 32309 (904) 488-4372	









<b>C502</b>	<b>KORESHAN STATE PARK</b>	<b>PROJECT NO.</b> 66103C	<b>DATE</b> 07/01/2015	<b>SCALE</b> AS SHOWN	<b>PROJECT</b> ADA BOAT RAMP & KAYAK LAUNCH
	<b>STRUCTURAL DETAILS</b>		<b>PROJ. NO.</b> F12615		
<b>PROJECT TITLE</b> ADA BOAT RAMP & KAYAK LAUNCH		<b>PROJ. NO.</b> F12615		<b>SCALE</b> AS SHOWN	
<b>PROJECT TITLE</b> ADA BOAT RAMP & KAYAK LAUNCH		<b>PROJ. NO.</b> F12615		<b>SCALE</b> AS SHOWN	
<b>PROJECT TITLE</b> ADA BOAT RAMP & KAYAK LAUNCH		<b>PROJ. NO.</b> F12615		<b>SCALE</b> AS SHOWN	



**A Full Service A/E/C Firm**  
 PROFESSIONAL ENGINEERS  
 1000 N. W. 10th Ave., Suite 200  
 Tallahassee, FL 32309  
 (904) 487-1111  
 www.cph-engineers.com

**Department of Environmental Protection**  
 Division of Recreation and Parks  
 Bureau of Design and Construction  
 3540 Thomasville Rd., Tallahassee, FL 32309 (904) 486-5372

**BUDGET BREAKDOWN**

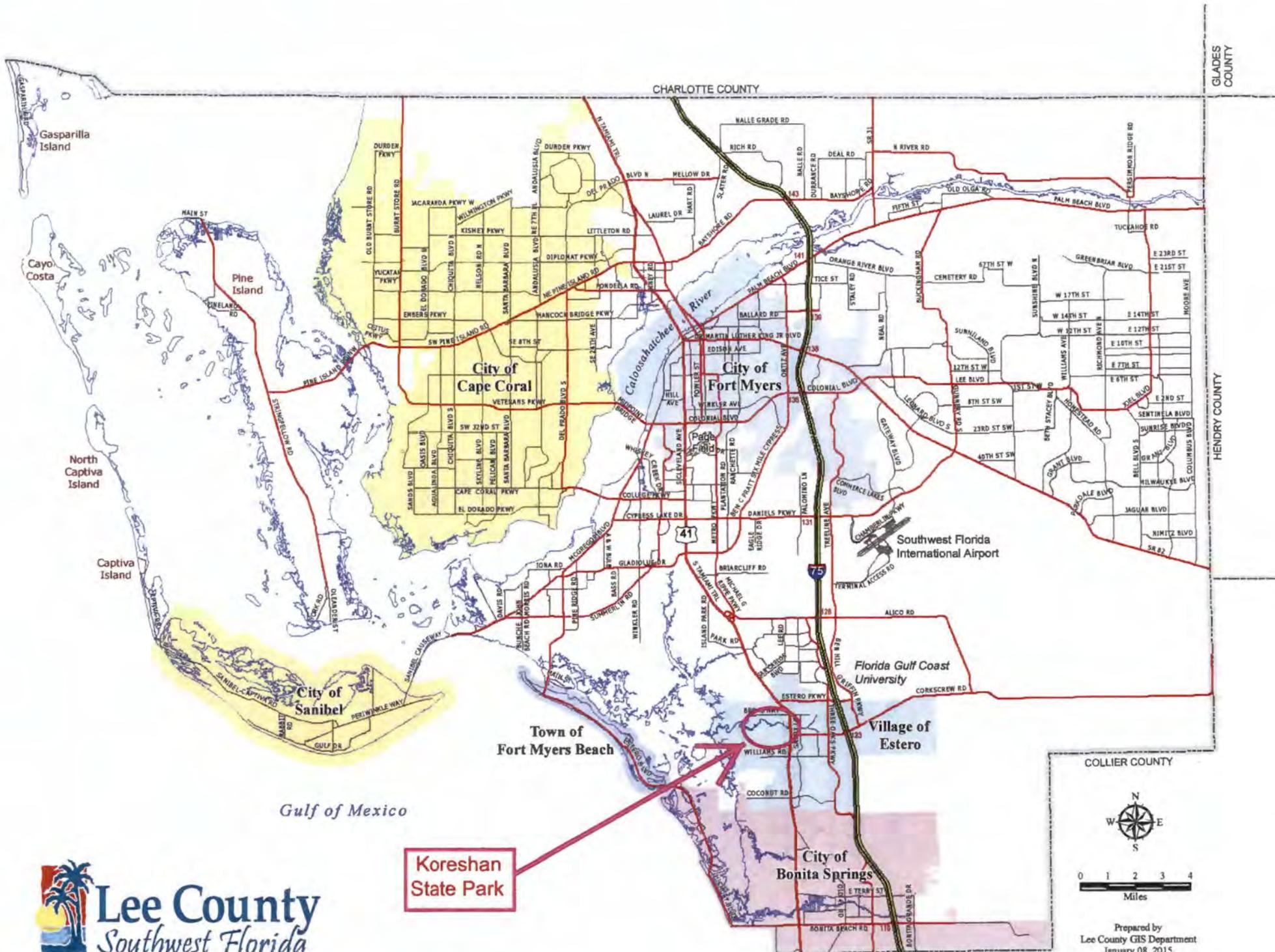
**Project Name:**

**Orishan State Park - ADA Kayak & Boat Launch Improvement**

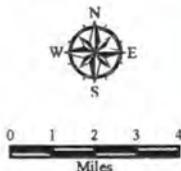
	TDC Request	Agency Match	Total
<b>Personnel</b>			
In-house Labor			\$0.00
Contract Labor			\$0.00
<b>Contracted Services</b>			
Janitorial Services			\$0.00
Landscape Maintenance			\$0.00
<b>Travel</b>			
Bridge Tickets & Passes (Transponders)			\$0.00
<b>Communications</b>			
Cellular Phones/Pagers			\$0.00
Radios			\$0.00
<b>Repairs &amp; Maintenance</b>			
Building Maintenance			\$0.00
Maintenance Materials			\$0.00
Vehicle Maintenance			\$0.00
Equipment Maintenance			\$0.00
Equipment Repair Parts			\$0.00
<b>Other Charges &amp; Obligations</b>			
Indirect Cost			\$0.00
<b>Operating Supplies</b>			
Fuel & Lubricants			\$0.00
Uniforms			\$0.00
Janitorial Supplies			\$0.00
Maintenance Supplies			\$0.00
Signage			\$0.00
<b>Utilities</b>			
Electric			\$0.00
Water & Sewer			\$0.00
Solid Waste Removal			\$0.00
<b>Insurance</b>			
Insurance Premiums			\$0.00
<b>Equipment</b>			
Equipment			\$0.00
Vehicles			\$0.00
<b>Construction - Capital Projects Only</b>			
Architect & Engineering Services			\$0.00
Permits			\$0.00
Site Preparation			\$0.00
Construction	\$363,945.00		\$363,945.00
Contingency			\$0.00
<b>TOTAL</b>	<b>\$363,945.00</b>	<b>\$0.00</b>	<b>\$363,945.00</b>

Notes: 1. Buildings must be open to the public in order to be eligible for funding.

2. Personnel/Equipment must be 100% assigned to the project in order to be 100% eligible for funding.



**Koreshan State Park**



Prepared by  
Lee County GIS Department  
January 08, 2015



CLARIFICATION on Permit expiration - provided March 22, 2021

Thomas, Wayne <Wayne.Thomas@FloridaDEP.gov>

Mon 3/22/2021 4:52 PM

Zach,

The SWFWMD Permit expires 2/7/2025. For the ACOE: The time limit for completing the work authorized ends on March 18, 2022 Regional General Permit (GP) SAJ-20 authorization is valid until March 27, 2023

Thank you, Wayne D. Thomas Department of Environmental Protection

Lozano, Zachary <Zachary.Lozano@dep.state.fl.us>

Mon 3/22/2021 4:31 PM

Inbox

Wayne-

See Nancy's questions below about permitting for the Koreshan Boat Ramp. If possible, please send whatever dates you have for expiration. I feel 5 years is not accurate and the time frame is way shorter.

**Zach Lozano, Park Manager III**

Florida Department of Environmental Protection  
Division of Recreation and Parks  
Koreshan State Park, Estero Bay Preserve State Park,  
Old Mound Key Archaeological State Park  
100 Corkscrew Rd.  
Leesboro, FL 33928  
[Zachary.Lozano@FloridaDEP.gov](mailto:Zachary.Lozano@FloridaDEP.gov)  
Phone: 239-992-0311

Macphee, Nancy

Mon 3/22/2021 12:27 PM

Sent Items

Good morning Zach & Bryon,

Coastal Advisory Council workshop went well this morning.  
You both have projects previously funded for design and permitting.

One CAC member asked how long are the permits good for?  
Another CAC member replied permits are sometimes good for up to 5 years.

I will need to reflect those statements on the determination spreadsheet, but wanted to just reach out and double check. Please advise on permit expiration.

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT  
BETWEEN  
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FOR  
LOVERS KEY STATE PARK-BEACH MAINTENANCE (400965)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the Florida Department of Environmental Protection, Division of Recreation and Parks, Lovers Key State Park, a state agency of the State of Florida hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

**WITNESSETH:**

**WHEREAS**, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

**WHEREAS**, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

**WHEREAS**, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

**WHEREAS**, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

AS  
12/07/21R

**NAME: LOVERS KEY STATE PARK-BEACH MAINTENANCE**

**NUMBER: 400965**

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *maintenance of Lovers Key State Park Beach*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Sixty two thousand dollars (\$62,000.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Sixty two thousand dollars and no cents (\$62,000.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Sixty two thousand dollars. (\$62,000.00)
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County

Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

#### 4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

#### 5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time for inspection, review or audit by the **COUNTY**.

Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party.

Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.

8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services

associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.

8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.

8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

## 9. TERMINATION

9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
- b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

**COUNTY**

Lee County Board of County Commissioners  
Director, Visitor and Convention Bureau  
2201 Second Street, Suite 600  
Fort Myers, FL 33901

**RECIPIENT**

FL DEP - DIVISION OF RECREATION & PARKS  
Manager, Lovers Key State Park  
8700 Estero Blvd  
Fort Myers Beach, FL 33931

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**IN WITNESS WHEREOF**, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this 7<sup>th</sup> day of December, 2021.

ATTEST:  
LINDA DOGGETT, CLERK

BY:   
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: 

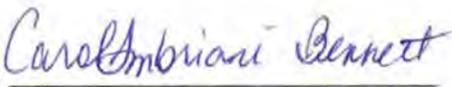
Chairman Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

BY:   
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION, DIVISION  
OF RECREATION AND PARKS, Lovers Key  
State Park

BY: 

BY: 

The attached document has been approved by the Board of County Commissioners. Please review the instructions below and forward to the appropriate office when complete.

<b>Meeting Date:</b>	12/07/2021
<b>Agenda Item #:</b>	A8
<b>Agenda Item Title:</b>	Approve Interlocal Agreements with Beach and Shoreline Funding Recipients
<b>Attachment(s):</b>	(17) Interlocal Agreement

Department	Instructions
<b>County Attorney</b>	Please review the attached document(s) at the <b>BLUE</b> sticker. If you have any questions concerning the document(s), contact the originating department.  After completion, forward to the <b>CHAIR/VICE CHAIR</b> for signature.
<b>Chair/Vice Chair</b>	Sign the attached document(s) at the <b>RED</b> sticker.  After completion, forward to the <b>MINUTES OFFICE</b> for execution.
<b>Minutes Office</b>	Execute the attached document(s).  After document(s) are completely executed, return the remaining originals to <b>Laurel Chick, County Administration</b> for distribution.

12/8/21 CA

Date out from Administration: 12/07/21  
Return to Dept.  Novus

2021 DEC -7 AM 11:42  
RECEIVED BY  
LEE CO. ATTORNEY

2021 DEC -8 AM 8:29

RECEIVED  
MINUTES OFFICE

**AGENDA ITEM REPORT**

**DATE:** December 7, 2021  
**DEPARTMENT:** Visitor and Convention Bureau  
**REQUESTER:** Tamara Pigott  
**TITLE:** Approve Interlocal Agreements with Beach and Shoreline Funding Recipients

**I. MOTION REQUESTED**

Authorize Chair to execute interlocal agreements on behalf of Board of County Commissioners between Lee County and the Barrier Island Parks Society, Captiva Erosion Prevention District, City of Cape Coral, City of Fort Myers, Town of Fort Myers Beach, City of Sanibel and State of Florida DEP for seventeen (17) separate Lee County Beach & Shoreline Projects.

**II. ITEM SUMMARY**

Finalizes Interlocal Agreements between Lee County and the Barrier Island Parks Society, Captiva Erosion Prevention District, City of Cape Coral, City of Fort Myers, Town of Fort Myers Beach, City of Sanibel and State of Florida DEP for seventeen (17) separate Lee County Beach & Shoreline Projects receiving Tourist Development Tax funding in the total amount of \$4,540,684.

**III. BACKGROUND AND IMPLICATIONS OF ACTION**

A) Board Action and Other History

The Lee County VCB administers the Tourist Development Tax funding for Beach and Shoreline projects. In May, 2021, the Tourist Development Council recommended tourist tax funding for the seventeen projects listed below. The Board of County Commissioners approved this funding with the adoption of the FY 2021/2022 budget.

B) Policy Issues

According to Florida State Statute 125.0104(5)(a)5, tourist development tax funds shall be used to finance beach park facilities or beach improvement, maintenance, renourishment, restoration and erosion control to which there is public access as those uses relate to the physical preservation of the beach, shoreline, etc.

C) BoCC Goals

Strategic Priority - Tourism

D) Analysis

The attached interlocal agreements authorize entities to perform the specific work and Lee County VCB to reimburse expenses incurred. The agencies/projects are:

Agency	Project #/ Name	Amount
Barrier Island Park Society	1710/Gasparilla Island Walking Trail Maint.	\$ 40,175
Barrier Island Park Society	0964/Port Boca Grande Beach Maintenance	\$11,896
Captiva Erosion Prevention Dist.	1911/Beach Park Maintenance	\$ 127,500
Captiva Erosion Prevention Dist.	0963/Alison Hagerup Parking Lot Upgrades	\$231,000
City of Cape Coral	1926/Beach Park Facility Maintenance	\$ 138,000
City of Fort Myers	3278/Legacy Island Stabilization	\$ 279,180
City of Sanibel	1656/Facility Beach Maintenance	\$1,605,100
City of Sanibel	1747/Beach Erosion Monitoring	\$ 40,000
City of Sanibel	1708/Bowmans Bch Bridge Replacement	\$ 225,000
City of Sanibel	3284/Changing Rm Rehab @ Bowmans Pk	\$ 200,000
Town of Fort Myers Beach	1895/Beach & Shoreline Maintenance	\$ 862,875

Town of Fort Myers Beach	3278/Beach Erosion Monitoring	\$ 32,013
Town of Fort Myers Beach	3307/Estero Island Renourishment	\$40,000
Town of Fort Myers Beach	0962/Beach Access Restroom @ Palm Ave	\$ 95,000
FL DEP/Gasparilla State Park	0958/Gasparilla Beach Shade Structure	\$ 187,000
FL DEP/Koreshan State Park	0959/Koreshan ADA Kayak & Boat Launch	\$ 363,945
FL DEP/Lovers Key State Park	0965/Lovers Key Beach Maintenance	\$62,000
	<b>Total</b>	<b>\$4,540,684</b>

E) Options

IV. **FINANCIAL INFORMATION**

A)	Current year dollar amount of item:	\$4,540,684
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Tourist Development Tax; Major Maintenance Program: VCB Project: Account Strings: 40xxx30101.508150	
G)	Fund Type?	Other: Tourist Development Tax
H)	Comments:	

V. **RECOMMENDATION**

Approve

VI. **TIMING/IMPLEMENTATION**

VII. **FOLLOW UP**

**ATTACHMENTS:**

Description	Upload Date	Type
FY2021-22 TDC Beach&Shoreline Funding Allocations	11/9/2021	Backup Material
Minutes from the May, 2021 TDC Meeting	11/9/2021	Backup Material
Barrier Island Park Society \$40,175	11/9/2021	Interlocal Agreement
Barrier Island Park Society \$11,896	11/9/2021	Interlocal Agreement
Captiva Erosion Prevention District \$127,500	11/16/2021	Interlocal Agreement
Captiva Erosion Prevention District \$231,000	11/16/2021	Interlocal Agreement
City of Cape Coral \$138,000	11/9/2021	Interlocal Agreement
City of Fort Myers \$279,180	11/9/2021	Interlocal Agreement
City of Sanibel \$1,605,100	11/9/2021	Interlocal Agreement
City of Sanibel \$40,000	11/9/2021	Interlocal Agreement
City of Sanibel \$225,000	11/9/2021	Interlocal Agreement
City of Sanibel \$200,000	11/9/2021	Interlocal Agreement

Town of Fort Myers Beach \$862,875	11/9/2021	Interlocal Agreement
Town of Fort Myers Beach \$32,013	11/9/2021	Interlocal Agreement
Town of Fort Myers Beach \$40,000	11/9/2021	Interlocal Agreement
Town of Fort Myers Beach \$95,000	11/9/2021	Interlocal Agreement
FL DEP/Gasparilla State Park \$187,000	11/9/2021	Interlocal Agreement
FL DEP/Koreshan State Park \$363,945	11/9/2021	Interlocal Agreement
FL DEP/Lovers Key State Park \$62,000	11/9/2021	Interlocal Agreement

**REVIEWERS:**

Department	Reviewer	Action	Date
Visitor and Convention Bureau	Pigott, Tamara	Approved	11/23/2021 - 12:34 PM
Budget Services	Guttery, Angela	Approved	11/24/2021 - 7:50 AM
Budget Services	Winton, Peter	Approved	11/24/2021 - 8:47 AM
County Attorney	Jacob, Michael D.	Approved	11/24/2021 - 9:28 AM
County Manager	Salyer, Glen	Approved	11/29/2021 - 9:27 AM