

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT
BETWEEN LEE COUNTY AND BARRIER ISLAND PARKS SOCIETY**

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 Parks Society, Inc., 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, 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, 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: Cayo Costa Tram Replacement

NUMBER: 403268

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. This Agreement is effective as of October 1, 2018 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2019 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date").
2. This Agreement is a cost reimbursement Agreement. The **RECIPIENT** will perform the work as outlined in the project description approved by the Tourist Development Council; and thereafter submit a detailed invoice to the **COUNTY**. The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed thirty thousand dollars nine hundred sixty dollars and no cents (\$30,960) during the **COUNTY'S** fiscal year 2018/2019.
3. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** and those items approved by the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project without obtaining prior approval from the Tourist Development Council and **COUNTY**. The Director of the Visitor Convention Bureau or designee may approve minor changes, alterations and/or substitutions.
4. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None

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.
6. **RECIPIENT** shall invoice the **COUNTY** quarterly or provide status update in the event invoicing is delayed.
7. 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.
8. The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable times 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.
9. **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.
10. 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**.

11. 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 that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand a return of Grant Funds if **COUNTY** terminates this Agreement.
12. The **RECIPIENT** shall reimburse the **COUNTY** for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
13. 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.
14. 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.
15. This Agreement is effective upon execution by the Parties and, unless otherwise terminated in accordance with its terms, will continue until the end of the fiscal year, or if later, the date on which all funds have been reimbursed.
16. The **COUNTY** 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 goals of the program or has violated the terms of this Agreement.

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.

17. **COUNTY**, by written notice to **RECIPIENT**, may terminate this Agreement when **COUNTY** determines in **COUNTY'S** sole and absolute discretion this it is in **COUNTY'S** interest to do so. **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. **RECIPIENT** shall not be entitled to recover any funding.
18. **COUNTY** is subject to the provisions of chapter 119, Florida Statutes, relating to public records. Any document **RECIPIENT** submits to **COUNTY** under this Agreement may constitute public records under Florida Statutes. **RECIPIENT** shall cooperate with **COUNTY** regarding **COUNTY'S** efforts to comply with the requirements of chapter 119, F.S.. **RECIPIENT** shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by **RECIPIENT** in connection with this Agreement. **RECIPIENT** shall allow public access to all records made or received by **RECIPIENT** in connection with this Agreement, unless the records are exempt from Section 119.07(1), or other applicable Florida Statutes.

19. **RECIPIENT** shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of **COUNTY**, which consent may be withheld in **COUNTY'S** sole and absolute discretion.
20. 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 agreement, either verbal or written, between the Parties. If a court of competent jurisdiction voids or hold 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.
21. 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.

22. Contact Information

COUNTY

Lee County Board of County Commissioners
Director, Visitor and Convention Bureau

RECIPIENT

BARRIER ISLAND PARKS SOCIETY, INC.
Executive Director

23. The Parties' respective contact 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 18th day of December, 20 18.

ATTEST:
LINDA DOGGETT, CLERK

BY: Melissa Butler
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Brian Lamm
Vice CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: Andrea R. Furr
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

BARRIER ISLAND PARKS SOCIETY, INC.

BY: Evan M. [Signature]

BY: [Signature]

Approved as to Form

BY: _____