# FIRST AMENDMENT TO 2023-2024 TOURIST DEVELOPMENT TAX GRANT AGREEMENT BETWEEN COLLIER COUNTY AND CITY OF NAPLES CATEGORY "A" CITY OF NAPLES' PROJECTS

THIS FIRST AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Collier County, a political subdivision of the State of Florida ("County"), and the City of Naples.

### **RECITALS:**

WHEREAS, the Parties entered into a Tourist Development Tax Grant Agreement dated September 26, 2023, a copy of which is attached to this Amendment, wherein the County agreed to provide the City of Naples with tourist development tax funds for City of Naples Beach Cleaning and Maintenance Staff Salaries (\$200,000) and Naples Pier Repair and Maintenance (\$200,000) subject to review and reimbursement by the County; and

WHEREAS, on March 27, 2024, the City of Naples requested additional funds for City of Naples Beach Cleaning and Maintenance Staff Salaries and Operating Costs in the additional amount of \$300,000; and

WHEREAS, the City has also requested additional funds for maintenance at Lowdermilk Park in the amount of \$200,000; and

WHEREAS, the City has also requested additional funds for Naples Pier Repair and Maintenance in the additional amount of \$2 million; and

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

WHEREAS, the Board of County Commissioners desires to funds these Projects with Tourist Development Tax and finds that these expenditures promote tourism.

### **WITNESSETH:**

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration exchanged amongst the parties, the parties agree as follows:

1. All of the above RECITALS are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below.

- 2. The City of Naples requests an additional \$2,000,000 for repair and maintenance of the Naples Pier. The City of Naples agrees to not seek additional funding for the repair and maintenance of the Naples Pier for five years from the date of this Grant Agreement.
- 3. The total amount of the FY 24 Grant Agreement is hereby amended to include the additional funds as follows:
- Section 2. PAYMENT AND REIMBURSEMENT. The aggregate maximum reimbursement under this Agreement shall be Two Million Nine Hundred Thousand Dollars (\$2,900,000). GRANTEE shall be paid in accordance with the fiscal procedures of COUNTY upon submittal of an invoice and upon verification that the services described in the invoice are completed or that goods have been received.
- 4. Exhibit "B" Budget City of Naples is hereby amended to reflect the additional funds requested and attached hereto
- 5. Except as set forth above, all other terms and conditions of the Grant Agreement, as amended, continue in full force and effect.

IN WITNESS WHEREOF, Collier County and the City of Naples have respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:	BOARD OF COUNTY COMMISSIONERS	
CRYSTAL KINZEL, Clerk	COLLIER COUNTY, FLORIDA	
By:	By:	
, Deputy Clerk	Chris Hall, Chairman	
Approved as to form and legality:		
Colleen M. Greene		
Managing County Attorney		
ATTEST:	CITY OF NAPLES	
Patricia Rambosk, City Clerk	Teresa Heitmann, Mayor	
Approved as to form and		
Legal sufficiency:		
. City Attorney	_	

# EXHIBIT "B"

## BUDGET – CITY OF NAPLES

Beach Cleaning and Maintenance Staff Salaries	<u>\$500,000</u>
Lowdermilk Park Parking Lot Maintenance	\$200,000
Naples Pier Repair and Maintenance	\$2,200,000
Total Grant Award (reimbursable)	\$2,900,000