

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between Sarasota County, a political subdivision of the State of Florida, hereinafter called "COUNTY" and the City of Venice (including any subsidiaries or affiliated, officers, employees, volunteers, representatives and agents), hereinafter called "GRANTEE".

WITNESSETH:

Whereas, the COUNTY has received a grant from the West Coast Inland Navigation District (WCIND) for the GRANTEE to provide the project elements, as described in **Exhibit 1**, "WCIND Waterway Development Program Project Agreement" (Project No. S-255) attached hereto and made a part hereof by reference.

Whereas, the GRANTEE has provided the COUNTY with an itemized list of the funding sources and of the goods and services to be rendered, as described in **Exhibit 2**, attached hereto and made a part hereof by reference.

Now, therefore, the COUNTY and the GRANTEE, in consideration of the mutual covenants herein, do agree as follows:

- I The GRANTEE agrees to furnish all project elements as described in Exhibit 1.
- II. The COUNTY shall reimburse GRANTEE a sum not to exceed **\$36,434.00** for the expenditures incurred in the purchase of goods and services set out in Exhibit 2. The sum is equal to the amount of grant funding that WCIND has obligated to the COUNTY for the GRANTEE's project.
- III. The GRANTEE shall receive funds from the COUNTY only as reimbursement of funds previously expended by the GRANTEE. (The COUNTY, in turn, shall then submit to WCIND for reimbursement by WCIND of the funds paid out by the COUNTY to the GRANTEE for the GRANTEE's expenditures.) No funds shall be advanced by the COUNTY to or on behalf of the GRANTEE. The funds paid by COUNTY to GRANTEE shall under no circumstances exceed the funds paid by WCIND to COUNTY.
 - a. The GRANTEE shall submit to the COUNTY payment reimbursements for the work completed on the Project. The GRANTEE shall pay for the expenditures directly, and shall submit proof of said payment along with an invoice.
 - b. The GRANTEE shall be reimbursed by the COUNTY through payment issued by the Clerk of Circuit Court after receipt and written approval by the COUNTY's Administrative Agent of the GRANTEE's invoice.

IV. The GRANTEE agrees to accomplish the work on this project between September 20, 2013 and September 20, 2014.

The GRANTEE agrees to provide to the COUNTY's Administrative Agent written progress reports quarterly concerning the status of the Project. The COUNTY's Administrative Agent shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the GRANTEE. The GRANTEE may request an extension beyond September 20, 2014 by submitting the request, in writing, to the COUNTY's administrative agent, indicating the reason(s) for the extension. The COUNTY will then request, on behalf of the GRANTEE, permission for the extension from WCIND. It is understood that no payments will be made to the GRANTEE subsequent to September 20, 2014 until the Project is satisfactorily completed

V. INSURANCE AND INDEMNIFICATION

Pursuant to Florida State Statute 768.28, GRANTEE shall pay on behalf or indemnify and hold harmless the COUNTY, its employees, officers, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any actual or alleged negligent act, error, omission, or default of the GRANTEE arising out of or in any way connected with the GRANTEE's performance or failure to perform under the terms of this Contract. This indemnification and hold harmless agreement shall survive the termination or expiration of this Agreement.

- a. The GRANTEE warrants and represents that it is either self-funded or carries commercial insurance for workers compensation, employer's liability, commercial general liability, ocean marine liability, and automobile insurance in sufficient limits to comply with their obligation under this Contract.

VI. RESPONSIBILITIES OF THE GRANTEE

- a. The GRANTEE shall use the grant funds for the project as outlined in Exhibit 1.
- b. The GRANTEE is responsible for the professional quality, timely completion, and the coordination of all services furnished by the GRANTEE under this Agreement.
- c. Neither the COUNTY's review, approval or acceptance of, nor payment for the goods and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement.
- d. The rights and remedies of the COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.
- e. The GRANTEE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding

for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by GRANTEE for the purpose of securing business which have been disclosed to the COUNTY in writing. For breach or violation of this warrant, the COUNTY shall have the right to annul this Agreement without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- f. The GRANTEE shall comply with all Federal, State, and local laws, regulations and ordinances applicable to the work or payment for work thereof and hereby certifies that it is an equal opportunity employer and will not discriminate directly or indirectly against existing employees or applicants in employment practices on the basis of race, color, sex, age, religion, or national origin.
- g. The GRANTEE shall maintain books, records, documents, and other evidence directly pertaining to or connected with the goods and services under this Agreement which shall be available and accessible at the GRANTEE's offices for the purpose of inspection, audit, and copying during the normal business hours by WCIND and/or the COUNTY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after the fiscal year in which this Agreement has been completed. The GRANTEE shall also allow inspection of the Project by WCIND and the COUNTY at any time during normal business hours within **24 hours**. Any refusal of the GRANTEE of this right of access for inspection and/or audit by WCIND and/or COUNTY can cause unilateral cancellation of this Agreement.
- h. If it becomes necessary for WCIND and/or COUNTY to demand a refund of any of the grant funds tendered pursuant to this Agreement, the GRANTEE agrees to return said funds within sixty (60) days from the date of receipt of the Notice to Return Funds. This return of funds shall also include interest based on a rate from the State of Florida Administration Pool for the period from the date of receipt through date of return.

VII. In the event of any material breach of the Agreement or default on the part of the GRANTEE, if not promptly and fully cured within thirty (30) calendar days after notice from the COUNTY, the COUNTY at its option, shall receive a refund from the GRANTEE of all grant funds advanced prior to such material breach or default.

VIII. OBLIGATIONS OF COUNTY

- a. The COUNTY's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. The responsibility of the COUNTY's Administrative Agent shall include:

- (1) Examination of all goods and services provided by the GRANTEE, and render in writing decisions pertaining thereto so as not to delay the work of the GRANTEE.
 - (2) Transmission of instructions, receipt of information, interpretation and definition of WCIND and COUNTY policies and decisions with respect to other matters pertinent to the work covered by this Agreement.
 - (3) Review all of the GRANTEE's documents and payment requests.
- b. The COUNTY's Administrative Agent shall provide periodic review for the duration of this Agreement and make other COUNTY personnel available where required and necessary to assist the GRANTEE. The availability and necessity of said personnel to assist the GRANTEE shall be determined solely within the discretion of the COUNTY.

IX. MISCELLANEOUS

- a. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written. No amendment, changes, or addendum to this Agreement is enforceable into this Agreement.
- b. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- c. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida, and the sole jurisdiction for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida.
- d. If any term, condition, or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable; the remaining provision of this Agreement shall be valid and binding on each party.
- e. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement, and those executing this Agreement have all the requisite power and authority to bind the parties.
- f. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses listed below:

GRANTEE's Representative:

NAME: Marine Officer Paul Joyce
TITLE: Police Marine Patrol
ADDRESS: City of Venice Police Dept.
1350 Ridgewood Ave.
Venice, FL 34292

COUNTY's Administrative Agent:

NAME: Laird S. Wreford
TITLE: Coastal Resource Manager
ADDRESS: Natural Resources
1001 Sarasota Center Blvd.
Sarasota, FL 34240

IN WITNESS WHEREOF, the COUNTY and GRANTEE have executed the Agreement as of the date first above written.

ATTEST:

GRANTEE:

CITY OF VENICE

BY: _____

BY: _____

Approved as to form and correctness:

NAME & TITLE

BY: _____

ATTEST:

Karen E. Rushing, Clerk of the Circuit
Court and Ex-Officio to the Board of
County Commissioners, Sarasota
County, Florida

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

Approved as to form and correctness:

BY: _____
County Attorney

WEST COAST INLAND NAVIGATION DISTRICTWCIND WATERWAY DEVELOPMENT PROGRAMPROJECT AGREEMENT

Project No. S-255 (City of Venice Police Dept – Marine Patrol) (FY13/14)

Approval Date September 20, 2013 (WCIND Board)

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as “WCIND,” and Sarasota County, hereinafter referred to as the COUNTY, in pursuance of a waterway development project approved under the WCIND Waterway Development Program, hereby agree to the following terms and conditions:

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, Florida Administrative Code, WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as (City of Venice Police Dept – Marine Patrol) (FY13/14), WCIND Project No. S-255, in accordance with the following project elements:

These funds would supplement the Marine Patrol budget, allowing them to operate as a unit more often and provide better service to the citizens of the City of Venice and Sarasota County. Their overall goal is boater safety and education through enforcement of State and local boating regulations, including manatee zones and restricted areas.

3. The COUNTY agrees to begin the project within six (6) months after the approval date of this Agreement and shall complete the project on or before 365 days after the approval

date. If the project is not completed within this time, WCIND shall withhold further payment and deny any further request for project approvals until the project has been completed.

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$36,434 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

6. The COUNTY shall retain all records supporting project costs for three (3) years after the end of the fiscal year in which the final program payment was released by WCIND, or until final resolution of any litigation, claim, or audit that started prior to the expiration of the three-year record retention period.

7. WCIND reserves the right to inspect the project as well as the right to audit any and all financial records pertaining to the project at any reasonable time. This Agreement can be unilaterally canceled by WCIND should the COUNTY refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

8. If it becomes necessary for WCIND to demand a refund of any or all funds tendered pursuant to this Agreement, the COUNTY agrees to return said funds to WCIND within sixty (60) days, with interest from date of receipt through date of return of the funds at the same rate which would have been paid during said period for the funds if they have been invested in the State of Florida Administration Pool. If not returned within sixty days, the COUNTY

understands and agrees that any further COUNTY requests for funding as to this or any other project under WCIND administration shall be denied until the funds have been returned.

9. Following receipt of an audit report identifying any reimbursement due WCIND, the COUNTY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified, or to return the amount due.

10. In the event the COUNTY elects to implement a user fee system for any public facilities funded in whole or in part by WCIND funds under the WCIND Waterway Development program, the COUNTY agrees to impose such fees uniformly among the users regardless of race, sex, age, religion or the political jurisdiction in which the user may reside.

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Charles W. Listowski, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due on December 31, March 31, June 30, and September 30) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

13. It shall be the responsibility of the COUNTY to secure all required permits.

14. The COUNTY shall insure that all purchases of goods and services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287 of the Florida Statutes, or the COUNTY Procurement Code, as applicable.

15. WCIND and COUNTY mutually agree to the following special terms and conditions incorporated as part of this Agreement: See Exhibit "A", Exhibit "B", and Exhibit "C".

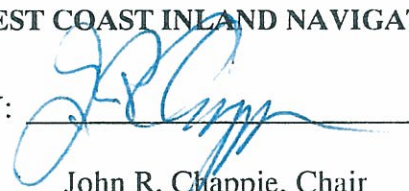
16. This Agreement shall become effective on the date of the signature of the Chairman or Vice-chairman of the Board of Commissioners of the West Coast Inland Navigation District.

IN WITNESS WHEREOF, this Project Agreement has been dated for convenience as the date hereinabove first written, but in fact executed by the respective parties on the dates shown below.

ATTEST:



WEST COAST INLAND NAVIGATION DISTRICT

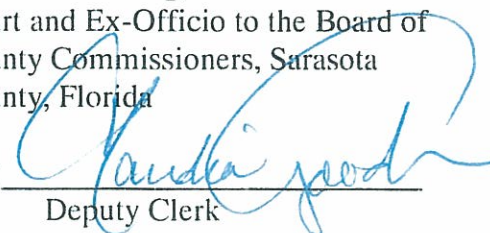
BY: 

John R. Chappie, Chair
Title

Date: 11-1-13

ATTEST:

Karen E. Rushing, Clerk of the Circuit Court and Ex-Officio to the Board of County Commissioners, Sarasota County, Florida

BY: 

Deputy Clerk

COUNTY:

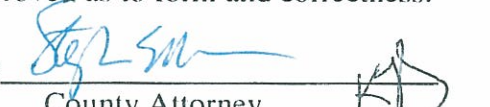
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 

Carolyn Mason, Chair

Date: 10/20/13

Approved as to form and correctness:

BY: 

County Attorney

EXHIBIT 'A'
DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

Disposal of assets acquired with WCIND grant funds (such as tools, equipment, boats, motors, office furniture, law enforcement and safety equipment, and other materials) shall be handled in accordance with the following provisions:

A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.

B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.

2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.

C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

EXHIBIT "B"
MATCHING FUNDS CERTIFICATION REQUIREMENT

Each county must certify that matching funds requirements were met as per the application when they request payment.

EXHIBIT "C"
**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION**

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 20% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

FORM #2, Effective Date: 11-11-90.

Exhibit 2

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM

PROJECT NUMBER: _____
(W.C.I.N.D.)

DATE: _____
FY14
(FISCAL YEAR)

1. APPLICANT: Venice Police Department

2. TYPE OF PROJECT: Law Enforcement

3. PROJECT TITLE: City of Venice – Police Marine Patrol

4. PROJECT LOCATION: Waterways of the City of Venice

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: These funds would supplement the Marine Patrol budget, allowing them to operate as a unit more often and provide better service to the citizens of the City of Venice and Sarasota County. Their overall goal is boater safety and education through enforcement of State and local boating regulations, including Manatee zones and restricted areas.

6. TYPE AND STATUS OF REQUIRED PERMITS, EASEMENTS OR LEASES:

TYPE: Not Applicable STATUS: Not Applicable

7. ESTIMATED COMPLETION DATE: September 30, 2014

8. REQUIRED ATTACHMENTS:

A. VICINITY MAP

B. SITE DEVELOPMENT PLAN

C. PROJECTED COMPLETION DATE

WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM- CONTINUED

9. WCIND FUNDS REQUESTED: \$36,434 DOLLARS

10. LIST AMOUNT (S) AND SOURCE (S) OF OTHER PROJECT FUNDS.

ATTACH SEPARATE SHEET CLEARLY IDENTIFYING AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 FS AND RULE 16S-2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXCEPTED PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$36,434 DOLLARS

12. APPLICANT IDENTIFICATION:

APPLICANT COUNTY: Sarasota

LOCATED IN CITY OF: Venice (IF APPLICABLE)

LIAISON AGENT: Laird S. Wreford, Coastal Resources Manager

APPOINTED REPRESENTATIVE OF: Sarasota COUNTY, BOARD OF
(NAME OF COUNTY) COUNTY COMMISSIONERS

OR:

APPOINTED REPRESENTATIVE OF: _____ STATE OF FLORIDA
(NAME OF DEPARTMENT)

ADDRESS: 1001 Sarasota Center Blvd
Sarasota, Florida 34240

TELEPHONE NO.: 941-809-7491

13. SIGNATURE: Laird S. Wreford

DATE: 7-11-13



Support Services

CITY OF VENICE POLICE DEPARTMENT

TOM McNULTY * Police Chief



April 24, 2013

Mr. Laird Wreford
Coastal Resource Manager
Natural Resources Department
1301 Cattlemen Rd, Bldg D
Sarasota, FL 34232

Ref: Venice Police Marine Patrol
2013-2014 WCIND Funding Request

Dear Mr. Wreford,

We would appreciate your assistance and support in requesting WCIND funds for the Venice Police Department Marine Unit. The Venice Police Marine Unit patrols the waterways of the City of Venice, Sarasota County, and the Gulf of Mexico. Our marine officers conduct boating safety inspections, enforce boating laws to include manatee zones, and respond to calls for service on the water. Our Marine Patrol Unit consists of two full time marine officers that operate two vessels.

The Venice Police Marine Unit requests \$36,434 in WCIND funding for the purpose of operating and maintaining our marine law enforcement vessels. These vessels are used for the purpose of emergency responses during any natural disasters, multi-agency response events, and the protection of the citizens and resources of the City of Venice and Sarasota County. This funding would be used to supplement funds already received from WCIND. The existing funds do not currently cover our operating costs and expenses.

This funding would allow the Venice Police Marine Unit to continue our full-time marine officer response to all critical water incidents. The vessels will transport officers to all dive rescues, storm preparedness exercises, and all daily marine patrol activities. Our marine unit has two full-time officers that cover the waterways seven days a week. The marine officers are deputized in Sarasota County and are cross-designated as U.S. Customs Agents. This further broadens the ways our officers can serve the citizens of Venice and Sarasota County. This includes water rescues, boating accidents, resource protection, boating safety and other special events.

The WCIND funding will enhance our ability to respond to all critical incidents and achieve a higher level of public service on the water of Venice and Sarasota County. I have attached a document showing how these funds would be designated.

Sincerely,

Tom McNulty
Chief of Police