

GRANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 202_ by and between Sarasota County, a political subdivision of the State of Florida, hereinafter "SUBGRANTOR" and the City of Venice, a municipal corporation, hereinafter "SUBGRANTEE".

WITNESSETH:

Whereas, the SUBGRANTOR has received a grant from the West Coast Inland Navigation District (WCIND) for the SUBGRANTEE to provide the Project elements, as described in **Exhibit 1**, "WCIND Waterway Development Program Project Agreement" (Project No. S-461) (the "Project") attached hereto and made a part hereof by reference.

Whereas, the SUBGRANTEE has provided the SUBGRANTOR with an application for funding which includes an itemized list of the funding sources and of the goods and services to be rendered for the Project, as described in **Exhibit 2**, attached hereto and made a part hereof by reference.

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

- I The SUBGRANTEE agrees to complete all Project elements as described in **Exhibit 1**.
- II. The SUBGRANTOR shall reimburse SUBGRANTEE a sum not to exceed **\$140,247.00** 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 SUBGRANTOR for the SUBGRANTEE's Project, pursuant to that certain WCIND Project Agreement dated **September 15, 2022**.
- III. The SUBGRANTEE shall submit to the SUBGRANTOR requests for reimbursement for the work completed on the Project. The SUBGRANTEE shall pay for the expenditures directly and shall submit proof of said payment(s) along with Form #1 "Sarasota County Reimbursement Request" and vendor invoice(s). SUBGRANTEE must certify that matching funds requirements have been met and provide documentation verifying the amount and source of the matching funds upon submittal of payment request. **Reimbursement requests shall be submitted no more often than monthly, but no less often than quarterly.**
- IV. The SUBGRANTEE shall be reimbursed by the SUBGRANTOR through payment issued by the Clerk of Circuit Court after receipt and written approval by the SUBGRANTOR's Liaison Agent of the SUBGRANTEE's request for reimbursement as long as SUBGRANTEE's expenditures incurred are eligible, reasonable, and necessary for the performance of the approved Project as defined in Rule 66A-2.005 F.A.C. and part of the approved Project application.

- V. No funds shall be advanced by the SUBGRANTOR to or on behalf of the SUBGRANTEE. The funds paid by SUBGRANTOR to SUBGRANTEE shall under no circumstances exceed the funds paid by WCIND to SUBGRANTOR for the Project.
- VI. Where applicable, the SUBGRANTEE warrants and represents that it has the matching funds as identified in Exhibit 1, available for completion of the Project. SUBGRANTEE hereby certifies availability and eligibility of such matching funds. Prior to executing this AGREEMENT, SUBGRANTEE shall provide documentation verifying the amount and source of matching funds.
- VII. The term of this AGREEMENT shall commence on **October 1, 2022** and shall continue for a period of one year, ending on **September 30, 2023**. The SUBGRANTEE agrees to commence the Project no later than six months from the effective date and to finish all work on the Project during this term. For good cause as defined by 66A-2.0072(2), this AGREEMENT term may be extended for two additional one-year terms if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the SUBGRANTEE's control which warrant the extension. The SUBGRANTEE may request an extension beyond the original project period by submitting a request, in writing using Form #2 "Sarasota County WCIND Waterway Development Program Project Extension Request", no later than June 1 of the applicable project year, to the SUBGRANTOR's Liaison Agent, indicating the reason(s) for the extension. The SUBGRANTOR will then request, on behalf of the SUBGRANTEE, permission for the extension to WCIND. If extension is granted by WCIND, this AGREEMENT will be extended by written notice provided by the SUBGRANTOR's Liaison Agent to include a signed copy of the WCIND Project Extension Approval Form. Such notice will include an amended termination date. In no event shall the completion date be extended beyond three years following the effective date of the initial Project AGREEMENT.

VIII. INDEMNIFICATION AND INSURANCE

SUBGRANTEE agrees to maintain liability insurance coverage until completion of the Project and receipt of eligible Grant funds pursuant to this AGREEMENT and to indemnify and save harmless the SUBGRANTOR, its agents, officials and employees against all injuries, deaths, losses, damage claim suits, liabilities, judgments, costs, attorney fees and expenses which may accrue against the SUBGRANTOR as a consequence of the intentional or negligent acts of the SUBGRANTEE's employees, agents or licensees. Provided, however, nothing contained in this paragraph shall constitute a waiver of sovereign immunity or of the limitations on liability provided to SUBGRANTEE under the Florida Constitution or general law. Further, the parties acknowledge that the SUBGRANTEE is self-insured. The terms of this section shall survive the termination or expiration of this AGREEMENT.

IX. RESPONSIBILITIES OF THE SUBGRANTEE

- a. The SUBGRANTEE shall use the grant funds solely for the Project as outlined in **Exhibit 1**.

- b. The SUBGRANTEE is responsible for the professional quality, timely completion, and the coordination of all services furnished by the SUBGRANTEE under this AGREEMENT.
- c. Commencing **October 1, 2022**, the SUBGRANTEE shall provide SUBGRANTOR quarterly written reports concerning the status of the Project. Quarterly reports shall be submitted using Form #3 "Sarasota County Quarterly Project Status Report", no later than five (5) days following the completion of the quarterly reporting period, summarizing the work accomplished since the last report, problems encountered, percentage of Project completion, and other appropriate information. It is hereby understood and agreed that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. Any refusal of the SUBGRANTEE to timely file the quarterly written reports may cause unilateral cancellation of this AGREEMENT by SUBGRANTOR. Notwithstanding the above quarterly report requirement, the SUBGRANTEE shall provide the SUBGRANTOR an update as to the status of the work at any time upon request of the SUBGRANTOR's Liaison Agent. Prior to the final reimbursement, a final Project report shall be submitted and shall include at a minimum: a Project summary, photo(s) of the completed Project, final cost, Project benefits to the waterway, and location address.
- d. Neither the SUBGRANTOR'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.
- e. The rights and remedies of the SUBGRANTOR provided for under this AGREEMENT are in addition to any other rights and remedies provided by law.
- f. The SUBGRANTEE 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 SUBGRANTEE for the purpose of securing business which have been disclosed to the SUBGRANTOR in writing. For breach or violation of this warrant, the SUBGRANTOR shall have the right to annul this AGREEMENT without liability or in its discretion, recover the full amount of such commission, percentage, brokerage, or contingent fee.
- g. The SUBGRANTEE 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.

- h. SUBGRANTEE shall ensure compliance with all permits and their conditions relating to the Project's construction and post-construction and provide documentation and proof thereof to the SUBGRANTOR's Liaison Agent along with the Reimbursement Requests or upon reasonable request by SUBGRANTOR or WCIND.
- i. The SUBGRANTEE is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as are necessary to properly account for all Program funds. The SUBGRANTEE 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 SUBGRANTEE's offices for the purpose of inspection, audit, and copying during the normal business hours by WCIND and/or the SUBGRANTOR, or any of its authorized representatives. Records will be maintained according to the State of Florida General Records Schedule. The SUBGRANTEE shall also allow inspection of the Project by WCIND and/or SUBGRANTOR at any reasonable time upon request. Any refusal of the SUBGRANTEE of this right of access for inspection and/or audit by WCIND and/or SUBGRANTOR can cause unilateral cancellation of this AGREEMENT.
- j. The SUBGRANTEE shall be responsible for the operation, maintenance, and management of the Project for the anticipated life of the Project and shall be responsible for all expenses required for such purposes. The Project shall be maintained in accordance with the standards of maintenance for other similar facilities and in accordance with applicable federal, state, and local health standards. Project facilities shall be kept safe and in repair to prevent undue deterioration. SUBGRANTEE hereby certifies that it has full legal authority and financial ability to operate and maintain the Project facilities.
- k. If it becomes necessary for WCIND and/or SUBGRANTOR to demand a refund of any of the grant funds tendered pursuant to this AGREEMENT, the SUBGRANTEE agrees to return said funds within five (5) 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.
- l. Notwithstanding facilities used exclusively for marine law enforcement or marine fire and rescue services, facilities funded in whole or in part by Program funds shall be accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and shall be open at hours comparable to similar state or local public facilities. User fees may be charged for the use of facilities funded in whole or in part by Program funds. Discrimination based on residence, including preferential reservation, membership, or annual

permit systems, is prohibited except differences in user fees may be maintained on a basis of residence.

X. OBLIGATIONS OF SUBGRANTOR

- a. The SUBGRANTOR's Liaison 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 SUBGRANTOR's Liaison Agent shall include:
 1. Examination of all goods and services provided by the SUBGRANTEE, and timely provide written decisions, if any, pertaining thereto so as not to delay the work of the SUBGRANTEE.
 2. Transmission of instructions, receipt of information, interpretation, and definition of WCIND and SUBGRANTOR policies and decisions with respect to other matters pertinent to the work covered by this AGREEMENT.
 3. Review all of the SUBGRANTEE's documents, permits, reports, and payment requests.
- b. The SUBGRANTOR's Liaison Agent may provide periodic review of the Project for the duration of this AGREEMENT and may make other SUBGRANTOR personnel available where required and necessary to assist the SUBGRANTEE. The availability and necessity of said personnel to assist the SUBGRANTEE shall be determined solely within the discretion of the SUBGRANTOR.

XI. PROCUREMENT REQUIREMENTS

SUBGRANTEE shall acquire professional services in compliance with Florida law, including section 287.055, Florida Statutes. Additionally, SUBGRANTEE shall competitively procure acquisition of all goods and services exceeding \$5,000 for accomplishment of the Project. Alternatively, SUBGRANTEE may use a state contract or equivalent procurement method within its approved purchasing policy for such acquisitions. Verification of such compliance shall be provided in a quarterly report in the applicable Quarterly Project Status Report.

XII. EQUIPMENT

- a. Valuation of equipment purchased utilizing WCIND funds – Unless otherwise specified in rule 66A-2.007 Florida Administrative Code, when determining the value of facilities, equipment, intellectual property, or supplies, SUBGRANTEE may use the appropriate valuation methods under Generally Accepted Accounting Principles (GAAP) or Modified Accelerated Cost Recovery System (MACRS).

- b. Use – Title to equipment acquired with Project funds shall vest upon acquisition subject to the conditions and requirements of 66A-2 F.A.C. All equipment shall be used exclusively for the waterway purposes as indicated in the Project AGREEMENT. The equipment shall be operated, stored and maintained per the manufacturer’s recommendations, and made available for inspection by SUBGRANTOR or WCIND staff upon request.
- c. Replacement or Disposition – When replacing or disposing of equipment acquired in whole or in part with WCIND funds.

SUBGRANTEE shall first make written request to SUBGRANTOR’s Liaison Agent using Form # 4, “Property Disposal/Replacement Request.” SUBGRANTOR will seek WCIND’s approval of the request. Approval of such requests in accordance with the following requirements:

- i. Replacement. SUBGRANTEE may trade-in or sell the equipment to be replaced, with its trade-in value or sale proceeds being used to offset the cost of the replacement equipment. If utilizing trade-in or sale proceeds towards non-WCIND funded equipment, please be advised that the new equipment then retains WCIND interest and must be reported as such.
- ii. Disposition. SUBGRANTEE may dispose of original or replacement equipment that is no longer needed for its Project purpose or for any other use as approved by WCIND, in accordance with the following:
 - a. Equipment with a current per-unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of without any further obligation to WCIND. SUBGRANTEE shall record the details of dispositions of such equipment within its annual asset inventory, including the party receiving the equipment (if any), the date of disposition, the cash or value received (if any). A copy of the equipment disposition record shall be provided to SUBGRANTOR; or
 - b. Equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold with WCIND’s interest being refunded to the SUBGRANTOR. Where such equipment is sold, SUBGRANTOR may permit the SUBGRANTEE to deduct and retain \$500 or ten percent of the proceeds, whichever is less, for its selling and handling costs. SUBGRANTEE shall record the details of dispositions in the same manner as provided for in Section VIII.c.ii.a above.
- iii. Casualty Loss and Misused Property. When facilities, equipment or supplies are lost or damaged by fire, natural disaster or other casualty, the fair market value shall be calculated on the basis of the condition of the facilities, equipment or supplies immediately before the loss or damage, irrespective of the extent of insurance coverage or insurance adjustment received. If any loss or damage to facilities, equipment or supplies results from abuse or misuse occurring with the SUBGRANTEE’s knowledge and consent, the SUBGRANTEE shall repair, reconstruct, or replace such facilities, equipment,

or supplies at its own expense or refund WCIND's and/or SUBGRANTOR's interest therein.

- d. Asset Inventory Reporting -- SUBGRANTEE shall submit a WCIND Annual Asset Inventory using Form #5 "Sarasota County Annual Asset Inventory", by June 1 of each year. The asset inventory shall track and detail, at minimum, each asset (facilities, equipment, and intangible property) acquired with Program funds, the asset's current custodian, date acquired, acquisition cost, whether the asset is insured, and disposition detailed where applicable.

XIII. DISPUTE RESOLUTION

- a. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of § 558.005(1), F.S.
- b. In the event of a dispute or claim arising out of this AGREEMENT, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- c. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- d. Any dispute, action or proceeding arising out of or related to this AGREEMENT will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum nonconviens.
- e. The parties hereby waive all rights to trial by jury for any litigation concerning this AGREEMENT.
- f. This AGREEMENT and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- g. Unless otherwise agreed in writing, the SUBGRANTEE shall be required to continue its service and all other obligations under this AGREEMENT during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

XIV. TERMINATION

- a. The SUBGRANTOR shall have the right at any time upon thirty (30) calendar days' written notice to the SUBGRANTEE to terminate the services of the SUBGRANTEE for convenience.
- b. Any failure of the SUBGRANTEE to satisfy the requirements of this AGREEMENT, shall be considered a default of the AGREEMENT and sufficient reason for termination.
 - i. For defaults that are curable (as determined by the SUBGRANTOR), the SUBGRANTEE shall be notified in writing by the SUBGRANTOR and shall have an opportunity to cure such default(s) within fifteen (15) days after notification.
 - ii. For defaults that are not curable (as determined by the SUBGRANTOR), notice of the termination date shall be given as deemed appropriate by the SUBGRANTOR.
- c. In the event the SUBGRANTOR'S termination of this AGREEMENT for default is in any way deficient, at the option of the SUBGRANTOR such termination shall be deemed to be a termination for convenience pursuant to Section X.a. above.
- d. Upon agreement by WCIND, the parties may mutually agree to terminate this AGREEMENT. Such termination shall be evidenced by a notice issued by the SUBGRANTOR.
- e. In the event that the SUBGRANTEE has abandoned performance under this AGREEMENT, then the SUBGRANTOR may terminate this AGREEMENT upon three (3) calendar days' written notice to the SUBGRANTEE indicating its intention to do so.
- f. The SUBGRANTOR reserves the right to terminate and cancel this AGREEMENT in the event the SUBGRANTEE shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- g. After consultation with and written notice to the SUBGRANTEE providing a reasonable opportunity to cure, the SUBGRANTOR shall have the right to refuse to make payment, in whole or part due to:
 - i. The quality of a portion, or all, of the SUBGRANTEE'S work not performed in accordance with the requirements of this AGREEMENT;
 - ii. The quantity of the SUBGRANTEE'S work not delivered or performed as represented in the SUBGRANTEE'S reimbursement request, or otherwise;
 - iii. Claims made, or likely to be made, against the SUBGRANTOR or its property;

- iv. Damages to the SUBGRANTOR or a third party caused by the SUBGRANTEE;
 - v. The SUBGRANTEE'S failure or refusal to perform any other obligation under this AGREEMENT.
- h. If SUBGRANTEE fails to cure the breach or remedy the noncompliance within the foregoing notice period or abandons the Project, SUBGRANTOR may require SUBGRANTEE to refund all funds previously reimbursed under the AGREEMENT.

XV. 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, change, or addendum to this AGREEMENT is enforceable unless made in writing and authorized by the SUBGRANTOR Liaison Agent.
- 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. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. All SUBGRANTEE's employees, agents, and representatives remain at all times and for all purposes SUBGRANTEE's employees, agents, and representatives and are not SUBGRANTOR's agents, employees, representatives, or the responsibility of SUBGRANTOR in any way, at any time, for any purpose.
- d. Nothing in this AGREEMENT shall be interpreted as a waiver of the parties' sovereign immunity or an extension of their liability beyond the limits established in Section 768.28, Florida Statutes, nor be construed as consent by the parties hereto to be sued by third parties in any manner arising out of this AGREEMENT.
- e. This AGREEMENT is for the benefit of the named parties only and nothing herein shall be construed as creating any right or cause of action whatsoever to any third-party or anyone not an express party to this AGREEMENT.
- f. 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 provisions of this AGREEMENT shall be valid and binding on each party.
- g. 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.

- h. 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:

SUBGRANTEE:

NAME: Paul Joyce
TITLE: MPO, Marine Unit
ADDRESS: 410 West Venice Ave.
Venice, FL 34285

PHONE: 941-650-6517

SUBGRANTOR LIAISON AGENT:

NAME: Joseph J. Kraus
TITLE: Business Professional III
ADDRESS: Planning & Development Services
1001 Sarasota Center Blvd.
Sarasota, FL 34240

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the SUBGRANTOR and SUBGRANTEE have executed this AGREEMENT as of the date first above written.

WITNESS:

SUBGRANTEE:

CITY OF VENICE

BY: _____

BY: _____

Nick Pachota, Mayor

Print Name & Title

Approved as to form and correctness:

SUBGRANTOR:

**BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

BY: _____
County Attorney

BY: _____

Jonathan R. Lewis,
County Administrator
Executed pursuant to authorization
of the Board of County Commissioners

**SARASOTA COUNTY - WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROGRAM FUNDING APPLICATION**

PROJECT NUMBER: S-461
(To be populated by WCIND)

FUNDING CYCLE: ON FY'23 OFF _____

APPLICATION DATE: 11/9/2021

1. MEMBER COUNTY: SARASOTA

2. PROJECT CATEGORY:

- Public Navigation Marine Law Enforcement Environmental Education
 Boater Recreation Boating Safety & Education Disaster Relief

3. PROJECT TITLE: Venice Police Department - Marine Patrol Unit

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT:

WCIND funds will supplement the Marine Patrol time on the water & major overhaul, upgrades or major repairs. This funding will provide for our overall goal that is to provide boater safety and education through enforcement of State and local boating regulations including manatee zone and restricted areas.

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES NO
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	City of Venice	TPO MANAGER:	Paul Joyce, MPO, Marine Unit
FEID:	59-6000443	PHONE:	941-650-6517
ADDRESS:	401 West Venice Ave	CITY:	Venice
STATE:	Florida	ZIP:	34285



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
N/A	N/A

7. ESTIMATED PROJECT START DATE: 10/1/2023 COMPLETION DATE: 9/30/2024

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED:
\$140,247 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST:
140,247 DOLLARS

12. APPLICANT IDENTIFICATION:

APPLICANT NAME: City of Venice

ADDRESS: 401 West Venice Ave, Venice FL 34285

TELEPHONE NO.: 941-486-2444 (Paul Joyce) 941-882-7424 (Brenda Westlake)

EMAIL.: pjoyce@venicefl.gov, bwestlake@venicefl.gov

13. SIGNATURE:  #246

14. DATE: 11/23/21



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses (specify)			
Contractual Services (specify)			
Materials (specify)			
Equipment (specify)			
Salaries ²			
Law Enforcement/Marine Patrol	140,247	0.00	140,247
Other (specify)			
GRAND TOTAL	\$ 140,247	\$ 0.00	\$ 140,247

SOURCE(S) OF MATCHING FUNDS: Not Required

Additional Information:

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



EXHIBIT 1

CAC NO: 2022-0018

APPROVED: 10/19/22

WEST COAST INLAND NAVIGATION DISTRICT WATERWAY DEVELOPMENT PROJECT AGREEMENT

SARASOTA COUNTY

WCIND Project No.: S-461

WCIND Board Approval Date: September 15, 2022

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the "Agreement") made and entered into this 1st day of October, 2022, by and between the West Coast Inland Navigation District ("WCIND"), and SARASOTA COUNTY (the "County"), collectively the "Parties".

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **PROJECT.** This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the "Program"), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s): Public Navigation; Boater Recreation; Boating Safety and Education; **Marine Law Enforcement**; Environmental Education; Disaster Relief (hereinafter the "Project"), more specifically described as follows.

- a. **Project Title.** City of Venice Police Department Marine Patrol
- b. **Project Scope.** Marine law enforcement

2. **TIME; COMMENCEMENT; COMPLETION.** This Agreement shall become effective on **October 1, 2022** and have a term of one year ("Project Period"). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.

- a. **Time Extensions.** Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County's control which warrant the extension. Extension requests shall be submitted for the WCIND Board's consideration in accordance with Rule 66A-2.0072, F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Bringing the total maximum project period to a possible three years.
- b. **Failure to Timely Perform.** Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement payments and denial of future Program funding requests until the Project is completed or closed to the satisfaction of WCIND. If the County fails to complete the Project within three years from the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County's unencumbered CNIF reserve balances.



3. **PROJECT FUNDING.** WCIND shall obligate and make available to the County an amount of **\$140,247.00** for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable and necessary for the effective and efficient accomplishment of the Project.

a. **Marine Law Enforcement Funds.** Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

4. **PROJECT MANAGEMENT; NOTICES.** The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:

WCIND Project Manager:

Justin McBride, Director
200 Miami Ave E., Venice, FL 34285
Phone: 941-485-9402
Fax: 941-485-8394
Email: justin@wcind.net

County Liaison Agent:

Joseph Kraus, Business Professional III
1001 Sarasota Center Blvd.,
Sarasota, FL 34240
Phone: 941-726-4061
Email: jkraus@scgov.net

5. **STATUS REPORTS.** The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.

6. **PROJECT ACCESSIBILITY.** Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. **USER FEES.** The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.



8. **PROJECT CONDITIONS.** This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. **ADDITIONAL PROJECT CONDITIONS.** WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

- a. Exhibit "C", Certification of Law Enforcement Funds, if any.

10. **PROJECT RECORDS; INSPECTION.** The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project 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. WCIND reserves the right to inspect the Project sites, facilities and other waterway related assets, as well as the right to inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. **DEFAULT; REMEDIES.**

- a. **Notice; Opportunity to Cure.** If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds, through date of their return to WCIND 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 Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.
- b. **Waiver.** WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. **ENTIRE AGREEMENT; MODIFICATIONS.** This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the



WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. **THIRD-PARTY OPERATORS.** The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.

14. **SURVIVAL OF CERTAIN TERMS.** Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.

15. **NO AGENCY RELATIONSHIP.** WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.

16. **INDEMNIFICATION; SOVEREIGN IMMUNITY.** 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 liability limitations set forth in Section 768.28, Fla. Stat.

17. **VENUE; GOVERNING LAW.** All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. **ATTORNEY'S FEES.** In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.



20. **MUTUAL TERMINATION.** Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[End of provisions -- Signature page follows]



**ATTEST: [Print Name],
AGENCY CLERK**

By: [Signature]
[Print Name], Executive Director and
Agency Clerk

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: [Signature]
WCIND Chair
Date: 10-18-2022

Approved as to form and correctness:

By: [Signature]
County Attorney CPS

**BOARD OF COUNTY
COMMISSIONERS OF SARASOTA
COUNTY, FLORIDA**

By: [Signature]
Jonathan R. Lewis,
County Administrator
Executed pursuant to authorization of
the Board of County Commissioners

Date: 10/10/2022



EXHIBIT "A"
FUNDING APPLICATION



**WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION**

PROJECT NUMBER: S-461
(To be populated by WCIND)

FUNDING CYCLE: ON FY'23 OFF _____

APPLICATION DATE: May 16, 2022

1. MEMBER COUNTY: Sarasota

2. PROJECT CATEGORY:

- Public Navigation Marine Law Enforcement Environmental Education
 Boater Recreation Boating Safety & Education Disaster Relief

3. PROJECT TITLE: Venice Police Department Marine Patrol

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT:

Marine Law Enforcement activities consistent with Sec. 66A-2.0055 (Marine Law Enforcement Projects) within Sarasota County.

The Venice Police Department Marine Patrol provides services including routine patrols, boating safety inspections, law enforcement, on-water emergency and non-emergency responses, and support for other local, state, and federal agencies.

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES NO
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	City of Venice	TPO MANAGER:	Paul Joyce, MPO, Marine Unit
FEID:	59-6000443	PHONE:	941-650-6517
ADDRESS:	401 West Venice Avenue	CITY:	Venice
STATE:	Florida	ZIP:	34285



APPLICATION 18

6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
N/A	N/A

7. ESTIMATED PROJECT START DATE: 10/01/2022 COMPLETION DATE: 09/30/2023

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: \$140,247.00 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$140,247.00 DOLLARS

12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Joseph J. Kraus

ADDRESS: 1001 Sarasota Center Boulevard, Sarasota, FL 34240

TELEPHONE NO.: 941-726-4061

EMAIL.: jkraus@scgov.net

13. SIGNATURE: Joseph J. Kraus Digitally signed by Joseph J. Kraus
Date: 2022.05.16 08:31:56 -04'00'

14. DATE: _____



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses			
(specify)			
Contractual Services			
(specify)			
Materials			
(specify)			
Equipment			
(specify)			
Salaries ²			
Other			
(specify)			
Marine Law Enforcement Activities	\$140,247.00	\$0.00	\$140,247.00
Consistent with Sec. 62A-2-0065, F.A.C.			
GRAND TOTAL	\$140,247.00	\$0.00	\$140,247.00

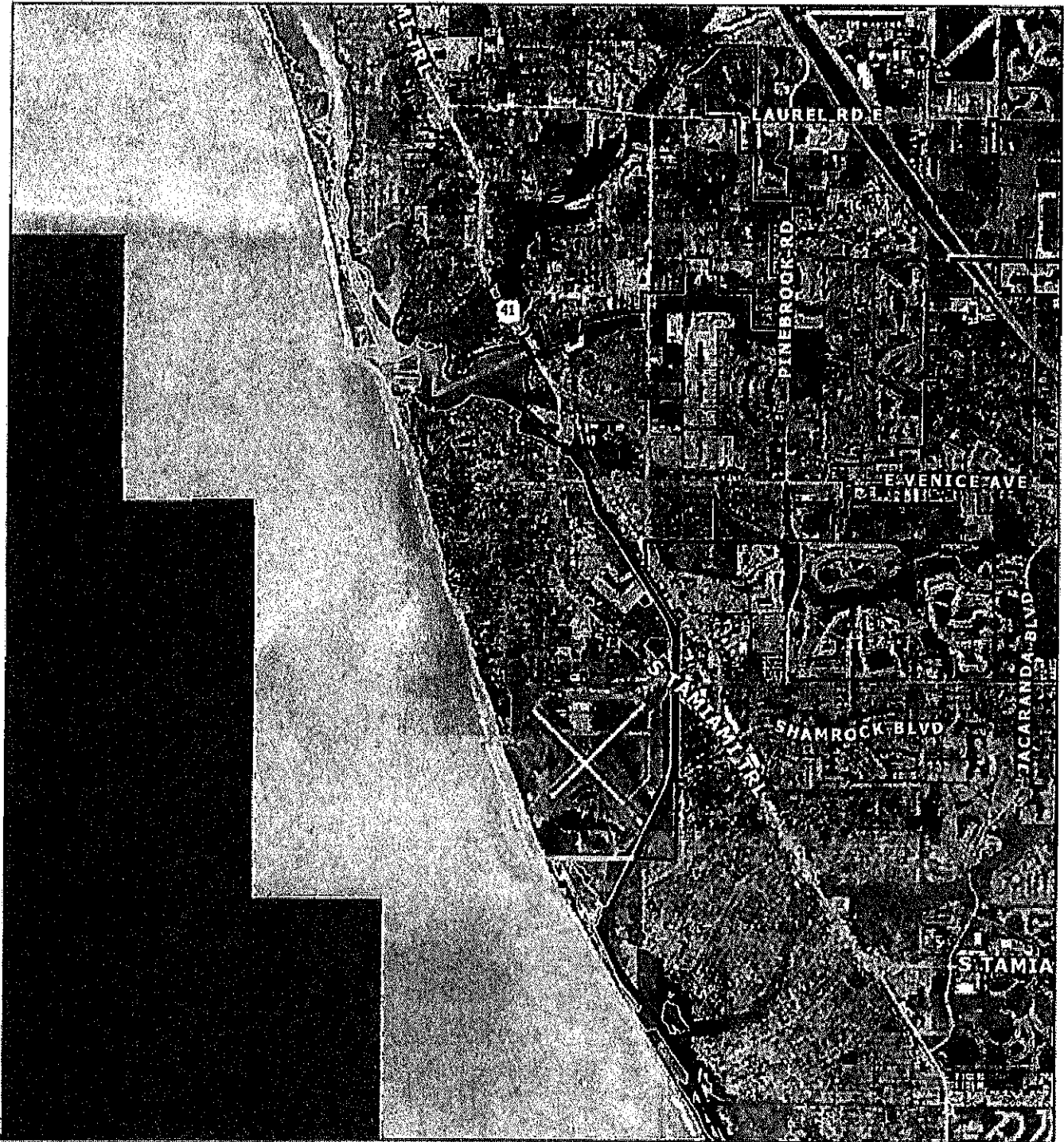
SOURCE(S) OF MATCHING FUNDS: N/A - Marine Law Enforcement Project Category
Additional Information:

¹ Matching funds are required only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are only eligible as a grant expense for Marine Law Enforcement projects.



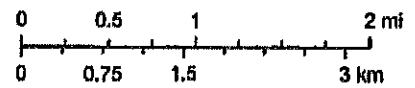
VPD General Service Area



3/7/2022, 12:39:20 PM

1:72,224

 CityBoundary - gis.BASELAYER.City_Boundary



State of Florida, Earthstar Geographics

EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: City of Venice Marine Patrol

County: Sarasota County

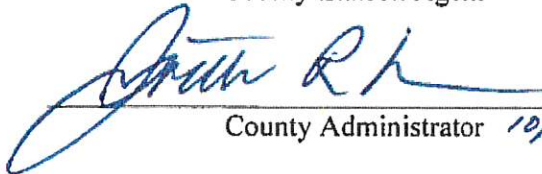
PROJECT NO: S-461

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

Date

Joseph J. Kraus Digitally signed by Joseph J. Kraus
Date: 2022.09.22 14:56:00 -04'00'

County Liaison Agent



County Administrator *10/10/2022*



EXHIBIT "G"
PROJECT AGREEMENT AMENDMENT FORM

County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This AMENDMENT to the above-described WATERWAY DEVELOPMENT PROJECT AGREEMENT (the "Amendment") is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District ("WCIND"), and _____ COUNTY (the "County"), collectively referred to as the "Parties."

RECITALS:

WHEREAS, on _____ the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement ("Agreement") with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County's requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.
2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:
 - a. **SECTION 1 - PROJECT.** The requested change to the Agreement's Project [select Category, Title and/or Scope] has been approved. The Agreement's [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit "A", Project Scope and Budget, containing the new Category, Title and/or Scope].
 - b. **SECTION 3 -PROJECT FUNDING.** The requested change in the amount of Project funding from \$ _____ to \$ _____ has been approved. The Agreement's Project funding amount is amended to now read \$ _____ and the new Exhibit "A", Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit "A".
4. **[Insert other Sections and detail amendments as necessary]**



5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit “A”, are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[End of provisions – Signature page follows]



[Signature block for amendments to Project Scope and other changes with no changes in Funding Amount]

**WEST COAST INLAND NAVIGATION
DISTRICT**

_____ **County**

By: _____
(Signature & Date)

By: _____
(Signature & Date)

(Print Name & Title)

(Print Name & Title)

Address:

Address:

Phone:

Phone:

Fax:

Fax:

Email:

Email:

[Signature block for amendments to Project Category and/or Funding Amount]

**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
[Print Name & Title]

By: _____
County Clerk

Date: _____



**Waterway Development Program Grants
Payment Request**

Instructions for Submission of Request for Payment:

1. Please submit a copy of this form each time a request for reimbursement is submitted.
2. Please include copies of all invoices, receipts and cancelled checks that serve as backup for the request. Additional documentation may be included such as fee/rate scheduled, time logs and participant information, procurement documentation (for assets) and photos.
3. Sign the Subgrantee signature line.
4. Requests may be submitted, electronically via e-mail, or by US Mail to:

Patricia Wilken, Fiscal Consultant
Sarasota County Office of Financial Management
1660 Ringling Boulevard
Sarasota, FL 34240
E-mail: pwilken@scgov.net

1. Recipient Identification:

Organization Receiving Grant: _____

Organization Address: _____

Contact Person: _____

Title: _____

Telephone Number: _____

E-Mail Address: _____

2. Project Title and "S" Number: _____

3. Purchase Order Number: PO _____

4. Project Expenditures Summary:	<u>Total to Date</u>	<u>This Request</u>
Pre-Construction Expenses	\$ _____	\$ _____
Contractual Services	\$ _____	\$ _____
Materials and Supplies	\$ _____	\$ _____
Other Eligible Expenses	\$ _____	\$ _____
Total	\$ _____	\$ _____

5. Funds Requested \$ _____

6. Amount Allocated by \$ _____

Funds Previously Disbursed \$ _____

Balance Available \$ _____

Funds Requested this Payment \$ _____

Balance Remaining \$ _____

7. **Certification for Reimbursement:** I certify that the above expenses were incurred for the approved project and that the progress of the project is consistent with the amount requested. I also certify that matching funds as further identified in the agreement meet the eligibility requirements under 66A-2, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat.

8. Subgrantee Signature: _____ Date: _____

SARASOTA COUNTY
WCIND Waterway Development Program
Grants Quarterly Project Status Report

FORM #3

Instructions for Submission of WCIND Project Status Reports:

1. Quarterly Project Status Reports provide updates to the WCIND. Reports are due no later than the 5th of the month immediately following the fiscal quarter. October-December, due January 5th; January-March, due April 5th; April-June, due July 5th; August-September, due October 5th.
2. Please provide as much information as possible about the work accomplished to date, and any problems encountered.
3. Sign the Recipient Liaison signature lines.
4. Reports may be submitted, electronically via facsimile or e-mail, or by US Mail to:

Patricia Wilken
1660 Ringling Blvd., 4th Floor, Suite 481
Sarasota, FL 34236
Telephone: 941-861-5365
e-mail: pwilken@scgov.net

1. Recipient Identification:

Organization Receiving Grant: _____

Organization Address: _____

Contact Person: _____

Title: _____

Telephone Number: _____

E-Mail Address: _____

**SARASOTA COUNTY
WATERWAY DEVELOPMENT PROGRAM
QUARTERLY STATUS REPORT**

SUBGRANTEE: _____ PROJECT NO.: _____

PROJECT TITLE: _____

Project Elements	Work Accomplished	% Completed

Problems Encountered:

<u>Period Covered</u>	
Oct. – Dec. 20 _____	Q2 _____
Jan. – Mar. 20 _____	_____
Apr. – Jun. 20 _____	_____
Jul. – Sep. 20 _____	_____

Additional Information: _____

SUBGRANTEE SIGNATURE:

Date:

SARASOTA COUNTY
WCIND Waterway Development Program
Annual Asset Inventory

FORM #5

Instructions for Submission of Annual Asset Inventory:

1. Please submit a copy of this form every year on or before June 1.
2. Requests may be submitted, electronically via e-mail, or by US Mail to:

Patricia Wilken, Fiscal Consultant
Sarasota County Office of Financial Management
1660 Ringling Boulevard
Sarasota, FL 34240
Fax: 941-861-9765
E-mail: pwilken@scgov.net

1. Recipient Identification:

Organization Receiving Grant: _____

Organization Address: _____

Contact Person: _____

Title: _____

Telephone Number: _____

E-Mail Address: _____

