

GRANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2015 by and between Sarasota County, a political subdivision of the State of Florida, hereinafter called "SUBGRANTOR" and the City of Venice, hereinafter called "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-306) (the "Project") attached hereto and made a part hereof by reference.

Whereas, the SUBGRANTEE has provided the SUBGRANTOR with 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 **\$85,000.00** 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 December 1, 2015
- III. The SUBGRANTEE shall receive funds from the SUBGRANTOR only as reimbursement of funds previously expended by the SUBGRANTEE. (The SUBGRANTOR, in turn, shall then submit to WCIND for reimbursement by WCIND of the funds paid out by the SUBGRANTOR to the SUBGRANTEE for the SUBGRANTEE's expenditures.) 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.
 - a. 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 along with an invoice.
 - b. 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 Administrative Agent of the SUBGRANTEE's request for reimbursement.

- IV. The SUBGRANTEE agrees to accomplish the work on this Project between October 1, 2015 and September 30, 2016.

Commencing October 1, 2015, the SUBGRANTEE shall provide SUBGRANTOR'S Administrative Agent quarterly written reports concerning the status of the Project. Any refusal of the SUBGRANTEE to timely file the quarterly written reports may cause unilateral cancellation of this Agreement by SUBGRANTOR.

If SUBGRANTEE needs an extension for filing its request for reimbursement, SUBGRANTEE must submit an extension request no later than August 14, 2016. Extension requests received after this date will not be considered and any remaining Grant funds will be forfeited. If the extension request is approved, SUBGRANTEE shall have 15 business days from the approval date to submit its reimbursement request or forfeit any remaining Grant funds. This Section shall survive the termination of this Agreement.

V. INSURANCE AND INDEMNIFICATION

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 of this Grant Agreement.

VI. RESPONSIBILITIES OF THE SUBGRANTEE

- a. The SUBGRANTEE shall use the grant funds 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. 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.
 - d. The rights and remedies of the SUBGRANTOR provided for under this Agreement are in addition to any other rights and remedies provided by law.
 - e. 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.
 - f. 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.
 - g. 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. Such records shall be retained for a minimum of three (3) years after the fiscal year in which this Agreement has been completed. The SUBGRANTEE shall also allow inspection of the Project by WCIND and the SUBGRANTOR at any time during normal business hours with **24 hours notice**. 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.
 - h. 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 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 this Agreement or default on the part of the SUBGRANTEE, if not promptly and fully cured within thirty (30) calendar days after notice from the SUBGRANTOR, the SUBGRANTOR at its option, shall receive a refund

from the SUBGRANTEE of all grant funds advanced prior to such material breach or default.

VIII. OBLIGATIONS OF SUBGRANTOR

- a. The SUBGRANTOR'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 SUBGRANTOR's Administrative 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 and payment requests.
- b. The SUBGRANTOR's Administrative 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.

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:

The remainder of this page intentionally left blank.

SUBGRANTEE:
GRANTEE's Representative:

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

SUBGRANTOR:
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: _____

Print Name & Title

Approved as to form and correctness:

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