

GRANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 201_ by and between Sarasota County, a political subdivision of the State of Florida, hereinafter "SUBGRANTOR" and the City of Venice, a municipal corporation of the State of Florida, 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-354) (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 **\$98,000.00** 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 September 25, 2017.
 - 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.

- c. 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 allocated by WCIND to SUBGRANTOR for the Project.

III. The SUBGRANTEE agrees to accomplish the work on this Project between October 1, 2017 and September 30, 2018.

Commencing October 1, 2017, 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 1, 2018. 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.

IV. 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.

V. 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. 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.

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

VII. 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.

VIII. 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 executed by all parties hereto..
- 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:

SUBGRANTEE:

NAME: Ron Perisho
TITLE: Sergeant
ADDRESS: 1350 Ridgewood Ave.
Venice, FL 34292
PHONE: 941-486-2444

SUBGRANTOR:

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

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

WITNESS:

SUBGRANTEE:

CITY OF VENICE

BY: _____

BY: _____

John Holic, Mayor

Approved as to form and correctness:

BY: _____

County Attorney

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____

County Administrator
Executed pursuant to authorization
of the Board of County Commissioners

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Project No. S-354 (City of Venice – Police Marine Patrol) (FY17/18)
Approval Date September 25, 2017 (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 Marine Patrol** (FY17/18), WCIND Project No. **S-354**, in accordance with the following project elements:

Supplement Marine Patrol time on the water and equipment purchase, possible major overhaul or major repairs. Provide overall goal which is boater safety and education through enforcement of State and Local boating regulations, to include manatee protection 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 \$98,000 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. Justin McBride, 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.

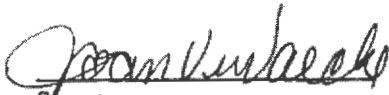
15. WCIND and COUNTY mutually agree to the following special terms and conditions incorporated as part of this Agreement: See Exhibit "A", Exhibit "B", and Exhibit "C".

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.

WITNESS:

WEST COAST INLAND NAVIGATION DISTRICT


Signature

Joan VerVaecke
Print

BY: 

Chairman

Date: 10-2-17

Approved as to form and correctness:

BY: 

County Attorney

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 

Thomas A. Harmer,

County Administrator

Executed pursuant to authorization
of the Board of County Commissioners

DATE: 6/30/17

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 30% 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 non-boaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation.

2. Application Date: 3/13/2017 For Fiscal Year: FY18

3. Type of Project (WCIND Category) – please check:

- ☒ Law Enforcement ☐ Environmental Education ☐ Boating Recreation
☐ Navigation Improvement ☐ Boating Safety and Education

4. Project Title: City of Venice - Police Marine Patrol

5. Project Location: City of Venice

6. Project Description and Public Benefit to Result: (Attach additional sheet as necessary)

These funds would supplement the Marine Patrol time on the water & major overhaul 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 zones and restricted areas.

7. Type and Status of Required Permits, Easements, or Leases:

Type: N/A Status: N/A

8. Estimated Completion Date: 9/2019

9. Estimated Total Cost of the Project: \$ 98,000

10. WCIND Funds Requested: \$ 98,000

11. Please Submit the Following as Attachments – check all that apply:

- ☐ A map showing the general project vicinity (if applicable) ☒ N/A
☐ A site development plan (if applicable) ☒ N/A
☐ A list of the amount(s) and source(s) of other project funds (if applicable) ☒ N/A