

**COOPERATION AGREEMENT BETWEEN
THE WEST COAST INLAND NAVIGATION DISTRICT
AND THE CITY OF VENICE**

THIS COOPERATION AGREEMENT (“AGREEMENT”) dated, this 21st day of June, 2019, by and between the City of Venice, a municipal corporation organized and existing under the laws of the State of Florida, (the “City”), and the West Coast Inland Navigation District, an independent multi-county special tax district of the State of Florida (“WCIND”), collectively the City and WCIND are referred to herein as the Parties.

WHEREAS, pursuant to Section 374.976, Florida Statutes, WCIND and the City may enter cooperation agreements for the planning and carrying out of law enforcement projects that are directly related to WCIND’s waterways; and

WHEREAS, since 1997, WCIND and the City have cooperated to establish the Regional Marine Law Enforcement Facility on the Gulf Intracoastal Waterway and related marine patrols and activities to ensure safer waterways, education of the boating community and protection the environment; and

WHEREAS, the Regional Marine Law Enforcement Facility’s existing docks, boat lifts, and 12-foot by 44-foot modular office are utilized by the City Police Department Marine Unit, Sarasota County Sheriff’s Office Marine Unit, and the Fish and Wildlife Commission for marine law enforcement purposes; and

WHEREAS, the Regional Marine Law Enforcement Facility’s existing modular office is over 25 years old, showing signs of disrepair, and needs to be replaced with a larger modular office in order to better serve the aforesaid marine law enforcement agencies; and

WHEREAS, WCIND entered a contract with Advanced Modular Structures, Inc. (the “Contractor”) to purchase and install a new 24-foot by 60-foot modular office (the “New Modular Office”) to replace the existing modular office at the Regional Marine Law Enforcement Facility for a total of \$100,000; and

WHEREAS, subsequent to entering the aforesaid contract, it was determined that additional site preparation work is needed at the Regional Marine Law Enforcement Facility in order to properly install the New Modular Office in compliance with current land development codes; and

WHEREAS, the Contractor has provided another proposal to complete the additional site preparation work at Regional Marine Law Enforcement Facility for a total of \$64,340.00, a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, WCIND agrees to engage the Contractor to perform the additional site preparation work, and administer and oversee the performance such work in conjunction with the purchase and installation of the New Modular Office; and

WHEREAS, the City agrees to pay WCIND in the amount of \$64,340.00 for the costs associated with the completion of the aforesaid additional site preparation work at Regional Marine Law Enforcement Facility required for the installation of the New Modular Office.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, WCIND and the City agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated fully herein by reference.

2. **Project.** The Project shall consist of the additional site work necessary at the Regional Marine Law Enforcement Facility for the installation of the New Modular Office, as more particularly described in the Site Work Proposal, attached hereto and incorporated herein as Exhibit "A".

3. **WCIND Duties.** WCIND shall be responsible for the administration and oversight of the Project and the additional site work performed by the Contractor. The Contractor will document the Project's progress and submit invoices and a final report to WCIND upon completion. WCIND will provide copies of the final report and proof of paid invoices to the City within thirty (30) days of receipt of the final report from the Contractor. Upon receipt of the City's \$64,340.00 payment, WCIND shall place the full amount of such payment into WCIND's FY 2018-2019 fund balance for the budgeted expenditure item entitled, "Cooperative Assistance Program – Marine Enforcement Center." In the event that the actual costs to complete the Project are less than \$64,340.00, WCIND shall returned the remaining balance of any unexpended funds to the City along with the final report and proof of paid invoices referenced above.

4. **City Duties.** Within seven (7) days of the effective date of this Agreement, the City shall make payment to WCIND in an amount not to exceed \$64,340.00 from the City's Boating and Registration Fund for payment of the costs associated with the Project.

5. **Notices; Contacts.** All formal notices required pursuant to this Agreement shall be made in writing to the following:

WCIND: Justin D. McBride, Executive Director
200 E. Miami Avenue Venice, FL 34285
Phone: (941) 485-9402 or 486-1872
Fax: (941) 485-8394
Email: justin@wcind.net

City: Tom Mattmuller, Police Chief
Venice Police Department
1350 Ridgewood Avenue Venice, FL 34292
Phone: (941) 486-2444
Fax: (941) 480-3027
Email: tmattuller@venicegov.com

6. **Sovereign Immunity.** The City and WCIND agree that each party shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained in the Agreement shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

7. **Mutual Benefit.** This Agreement is for the mutual benefit of the named parties only and nothing herein shall be construed as creating any right or cause of action to any party not specifically named herein nor shall any provision of this Agreement be construed as constituting a waiver of sovereign immunity.

8. **No Agency Relationship.** Nothing in this Agreement shall be construed as creating an agency relationship between the parties. WCIND and the City retain their full and independent authority and associated responsibilities with respect to the waterways under their respective jurisdiction, control or ownership.

9. **Entire Agreement; Amendments.** This Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other Agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended only by a writing duly executed by authorized representatives of WCIND and the City.

10. **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.

11. **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.

12. **Effective Date.** This Agreement shall become effective upon the date of the last signatory hereto.

[End of provisions – Signature page follows]


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective undersigned duly authorized officers as of the dates set forth below.

WEST COAST INLAND NAVIGATION
DISTRICT

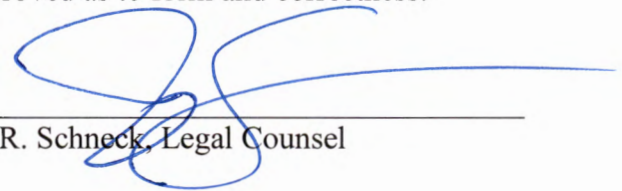
Executed this 21st day of June, 2019

ATTEST:

By: 
Justin D. McBride, Executive Director

By: 
Brian Hamman, Chair

Approved as to form and correctness:


Jed R. Schneck, Legal Counsel

CITY OF VENICE

Executed this ____ day of _____, 2019

ATTEST:

By: _____
City Clerk

By: _____
John Holic, Mayor

Approved as to form and correctness:

City of Venice Attorney's Office

Attachments: Exhibit "A" – Site Work Proposal



1911 N.W. 15th Street
Pompano Beach, FL 33069
CGC057488 BCA001954

Phone: 954-960-1550
Fax: 954-960-0747

February 4, 2019

Site Work Proposal

Job Location: Venice Police Marine Division
Base of bridge at US 41 and Hatchet Creek (Intracoastal Waterway)
Venice, FL

Advanced Modular Structures, Inc. (AMS) proposes to furnish the following described work. This work is in addition to supplying and installing a new 24'x60' modular office, under a separate agreement, at the above mentioned address. The scope of work is intended to provide a turn key installation of the building, based upon the known scope of work of the date of this proposal.

The previous permits for the installation of the existing modular office are not closed. Inspections and certifications will be required to close the old permits, before new permits may be issued. This work is included within our architect's scope of work and AMS will serve as General Contractor for this task.

Plans and permitting:

- Supply a site plan
- Utility connection plans
- Supply details for anchoring of existing aluminum steps to be re-installed
- Electric plans for service and feeders to supply power to new building
- Plumbing details for connection of new building to existing service on site, including relocating two water meters
- Obtain required city inspections
- Close new building permits and issue Certificate of Occupancy

Work to be performed:

Architectural

- Draw site plan show new building location, building access (steps), site data, fence relocation and other customary items required for city approval
- Close out existing permits
- Show utility connection points and electric service location
- Coordinate permitting and inspections
- Renderings are not included, if required.

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If principal of AMS must attend meetings at city or inspections to close the original permit, this cost is not included.

Water Service

- There are two water meters 10' - 12' north west of the existing office trailer. These meters are to be relocated.
- By pass the existing meters with meter jumpers. No box modification needed.
- Meters should be installed near the main on U.S 41 (the access road under the bridge). A photo is attached showing the water service marked outside the property (near the existing back flow approximately 50' from the gate).
- Install back flow at new meter location
- Certify new back flow per city requirements
- All work per city of Venice standard details
- Include restoration of asphalt and sod, if any required
- Reconnect existing 1" pvc water line to new modular office
- Connect hot and cold water crossover at the mate line.
- Flush all lines inside the building. Reinstall aerators.
- Test plumbing fixtures in the modular.

Sewer

- Camera the existing sewer from the office trailer to the main
- Utilize existing clean out between the ice machine and the aluminum steps, to begin the camera work
- Certify that the existing sewer line is in good repair and meets city standards
- Locate existing clean out near sewer main.
- If no clean out located near the sewer main, then install a new clean out
- All work per city of Venice standard details
- Include restoration of asphalt and sod, if any required
- Construct a pvc waste manifold hanging from the bottom of the modular office.
- Attach manifold to existing 4" line located under the modular.
- Install a new clean out at modular office for servicing the line. The existing clean out will be under the new building and not useable.
- Repair any damage to bottom board using butyl tape. All pipe penetrations must be sealed to prevent vermin from entering the floor cavity.

Electric

- Coordinate with FP&L to disconnect existing service
- Disconnect modular office and demo existing electric service
- Install new 285 amp service and meter can approximately 12'- to 15' north of existing service
- Mount new service to wall of new modular building
- Connect two feeders from new service to modular building
- Modular building includes three switched circuits stubbed through the floor. These switches control the contactors for the boat lifts. Connect these circuits to existing conduit and wire under the foot print of the building.
- Modular building includes a spare 100 amp circuit. Connect this circuit to existing wires, located beneath the building foot print, to feed the boat dock panel.
- Add exterior GFCI circuit for the ice machine.
- A small cut in asphalt is required, to bring feeders from below grade up to service. This area will be saw cut and pathed with concrete.

The electric scope of work above assumes the existing service are proper size for new larger feeders. If new service conduits are required this cost is not included. According to electrician's research, the existing conduit is useable with a de-rated neutral.

New Building Installation

Building Installation

The building will be installed on a dry-stack block foundation utilizing above grade pads and hurricane ground anchors to comply with the Florida Building Code. Foundation design assumes 2500 PSF soil bearing capacity. Finished Floor Approximately 34"- 36" Above Finished Grade. Roof cap, interior trim out and exterior trim are included.

Skirting

Hardi Panel Skirting with ventilation per FBC.

Other

- 1) Teardown existing 12' x 44' Modular Unit & Relocate to store on property \$2200.00
Price includes \$1500.00 allowance for running gear replacements/repairs.
- 2) AMS will credit \$1500.00 on the project along with paying the teardown costs if AMS is given ownership of the existing modular unit. Offer is based on the inspection performed in August of 2018 and is subject to change if existing building changes condition or sustains damages from the date of the inspection.

Owner's Representative is:

Paul Joyce
Master Police Officer
Venice Police Marine Unit
1350 Ridgewood Avenue
Venice, Florida 34292
Office: (941) 480-3253
Cell: (941) 650-6517
pjoyce@venicegov.com

If you have any questions about the scope of work, contact Gary Willis at (954) 234-4090 or gwillis@advancedmodular.com.

The cost for the above work is \$64,340.

Work will be invoiced as completed using net 15 day terms per the attached Schedule of Values

Clarifications:

- Permit fees, utility fees and government fees of any kind are not included. Contractor will pay these fees and submit receipts for reimbursement by Owner.
- If a Principal of AMS must attend a meeting or inspection, related to closing out the old permits, this cost is not included in this proposal. The cost to attend this type of meeting is \$250 due to the travel distance.
- Construction fence, on site security, background checks on workers and similar items are not included in the quoted cost.
- All work to be performed by properly licensed and insured subcontractors or employees of contractor.
- Allow three weeks for completion once work commences on site.
- Contractor is not responsible to repair damage to unmarked utilities.
- Contractor is not responsible for unforeseen conditions such as muck or buried debris.
- The pricing contained in this proposal is subject to adjustment if new requirements are added during the permit process.
- Building is covered under a separate agreement.
- Prices quoted are valid for 60 days.
- If applicable, Fire rating below the floor or above the ceiling requires site engineering and installation. This cost is not included, if required.
- Sales tax is not included in price and will be added to invoice, unless exemption is provided.
- Due to the short time required to assemble this building, Builder's Risk insurance is not included. The owner should contact his agent and arrange coverage upon delivery. Buildings are typically tied down within four days of arriving on site.
- Any item not specifically listed in this proposal is not included.

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Item	Value	Notes
		Show current bldg location, mean high water line and other information required to be updated for permit.
Update survey	\$ 1,481.25	
Architectual Plans / Close Original Permits	\$ 8,000.00	
Plan processing	\$ 1,500.00	
Plumbing disconnect / reconnect	\$ 11,243.75	Includes back flow certification
Electric Plan	\$ 1,037.50	
New electric service and feeders	\$ 11,125.00	285 amp service w/ line gutter
Electric connections	\$ 8,687.50	2 building panels, dock panel and lift relays
Up to 3 weeks supervision	\$ 4,500.00	
		This item may not be required. If it is not required, it will not be Invoiced.
Asphalt repair / restoration	\$ 5,000.00	
		Block, level, tie down, roof cap, trim inside and out.
New building set up	\$ 7,865.00	
Hardi Panel Skirting	\$ 3,200.00	Includes vents
Tear down existing building	\$ 2,200.00	
Credit for existing building	\$ (1,500.00)	Must provide Bill of Sale for credit
Total Project Value	\$ 64,340.00	