

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20021184

1. REQUESTED MOTION:

ACTION REQUESTED: Execute subgrant agreements with local governments, non-profit organizations, and various Lee County Law Enforcement agencies to implement eight FY02/03 WCIND projects totaling \$279,757 via 13 individual subgrants. Create new projects and amend the FY02/03-06/07 CIP accordingly.

WHY ACTION IS NECESSARY: Subgrants must be approved by the Board as specified during WCIND application process. Account string creation necessary for project creation.

WHAT ACTION ACCOMPLISHES: Formalizes duties and responsibilities of Lee County and subgrantees in implementing WCIND funded projects. Establishes CIP projects and account strings.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:**

8
#CW

C8B

3. MEETING DATE:

10-29-2002

4. AGENDA:

☒ **CONSENT**
☐ **ADMINISTRATIVE**
☐ **APPEALS**
☐ **PUBLIC**
☐ **WALK ON**
☐ **TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:
(Specify)**

☐ **STATUTE**
☐ **ORDINANCE**
☐ **ADMIN. CODE**
☒ **OTHER**

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER
B. DEPARTMENT *Public Works*
C. DIVISION *Natural Resources*
BY: *Roland Ottolini*

7. BACKGROUND:

The Lee County Board of County Commissioners approved the project priority list and funding applications to WCIND via Resolution 02-06-03 under Blue Sheet No. 20020568-DNR, 6/4/02, C8a (see copy attached). Several projects are to be implemented directly by Lee County and WCIND. These projects total \$490,000.00. It was specified that any project to be implemented by a subgrant would be managed through a separate Agreement to be brought to the Board for approval after final WCIND action. The notice of funding approval by WCIND was received on September 24, 2002, and this action scheduled accordingly.

In addition to Agreements for agencies implementing specific projects, this action awards funding to multiple agencies for implementation of the Marine Law Enforcement FY02-03 project. All Subgrant Agreements have been executed by the subgrant agencies prior to final County execution.

The budget transfer will establish new CIP projects for each new WCIND project, including County implemented projects, and redirect budget from 202916 into the projects in the attached list.

Attachments: BS 20020568-DNR and Res. 02-06-03, Project List and Budget Transfer.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>10.16.02</i>	<i>10.16.02</i>	<i>02 N/A</i>	<i>10/15/02</i>	<i>10/17/02</i>	<i>OA</i>	<i>OM</i>	<i>Risk</i>	<i>GC</i>	<i>10.16.02</i>

10. COMMISSION ACTION:

☐ **APPROVED**
☐ **DENIED**
☐ **DEFERRED**
☐ **OTHER**

RECEIVED BY
COUNTY ADMIN. *EW*
10-17-02
9:43
COUNTY ADMIN.
FORWARDED TO:
10/17/02

REC'D
CO. ATTY.
10/16/02
4:15
CO. ATTY.
FORWARDED TO:
10/17/02

WCIND PROJECTS FY 02-03

WCIND ID#

	PROJECT	FUNDING AWARD	SUBGRANT AGREEMENT	STRING NEEDED	COMMENTS
L166	Marine Enforcement FY02-03	\$ 202,500.00	N	Y	UMBRELLA PROJECT FOR ALL LAW ENFORCEMENT PROJECTS
L166	Cape Coral PD Marine Enforcement	\$50,000.00	Y	N	Special marine enforcement
L166	Fort Myers PD Marine Patrol	\$27,500.00	Y	N	Special marine enforcement
L166	Ft. Myers Beach Marine Enforcement	\$25,000.00	Y	N	Special marine enforcement
L166	Sanibel PD Marine Enforcement	\$20,000.00	Y	N	Special marine enforcement
L166	Bonita Springs Marine Enforcement	\$30,000.00	Y	N	Special marine enforcement
L166	Sheriff Marine Enforcement	\$50,000.00	Y	N	Special marine enforcement
L167	Ft. Myers Power Squadron	\$1,000.00	Y	Y	laptop computer
L168	San-Cap Power Squadron	\$4,140.00	Y	Y	2 laptops and assoc. equipment
L169	Cape Coral-Ramp signage	\$5,500.00	Y	Y	educational signage for City boat ramps
L170	Calusa Nature Center	\$41,100.00	Y	Y	manatee exhibit renovations and upgrades
L172	San-Cap Audubon Society	\$3,652.00	Y	Y	printing costs for coloring books
L173	RPSC-Sail on	\$16,440.00	Y	Y	6 sailing vessels and assoc. equipment
L174	Turtle Time	\$5,425.00	Y	Y	ATV
	SUBTOTAL	\$279,757.00			
LEE COUNTY REQUESTS					
L164	Navigation Improvements FY03	\$ 440,000.00	N	Y	
L165	GPS Tracking	\$ 50,000.00	N	Y	
	SUBTOTAL	\$ 490,000.00			
	TOTAL	\$ 769,757.00			

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Capital Improvement Program DATE: 10/17/02 BATCH NO. _____

FISCAL YEAR: FY 02-03 FUND #: 30100 DOC TYPE: YB LEDGER TYPE: BA

Capital Improvements - NR

WCIND Projects

(DIVISION NAME)

(PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:
FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.
(EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
20307930100.503490	Other Contracted Svs.	\$ 440,000
20308030100.503490	Other Contracted Svs.	\$ 50,000
20308130100.503490	Other Contracted Svs.	\$ 202,500
20308230100.503490	Other Contracted Svs.	\$ 1,000
20308330100.503490	Other Contracted Svs.	\$ 4,140
20308430100.503490	Other Contracted Svs.	\$ 5,500
20308530100.503490	Other Contracted Svs.	\$ 41,100
20308630100.503490	Other Contracted Svs.	\$ 3,652
20308730100.503490	Other Contracted Svs.	\$ 16,440
20308830100.503490	Other Contracted Svs.	\$ 5,425
TOTAL TO:		\$ 769,757

Capital Improvements - NR

WCIND Projects

(DIVISION NAME)

(PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
20291630100.503490	Other Contracted Svs.	\$ 769,757
TOTAL FROM:		769,757

EXPLANATION: Move budget into individual CIP projects as per Bluesheet #200221184 dated 11/29/02.

DIVISION DIRECTOR SIGNATURE	DATE	DEPARTMENT DIRECTOR SIGNATURE	DATE
DBS: APPROVAL <input checked="" type="checkbox"/> DENIAL _____		<i>Pat Miller</i>	10/17/02
APPROVAL <input checked="" type="checkbox"/> DENIAL _____		OPERATIONS ANALYST SIGNATURE	DATE
		<i>du Kuf</i>	10/17/02
CO. ADMIN.: APPROVAL _____ DENIAL _____		BUDGET OPERATIONS MANAGER SIGNATURE	DATE
		CO. ADMIN. SIGNATURE	DATE
BCC APPROVAL DATE		BCC CHAIRMAN SIGNATURE	

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____

REV. 05/93

REQUEST FOR TRANSFER OF FUNDS

REVENUES

FUND NAME: Capital Improvement Program DATE: 10/17/02 BATCH NO. _____
 FISCAL YEAR: 02/03 FUND #: 30100 DOC TYPE: YB LEDGER TYPE: BA
 TO: Capital Improvements - NR WCIND Projects
 (DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.
 (EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
20307930100.337300.9003	WCIND	\$ 440,000
20308030100.337300.9003	WCIND	\$ 50,000
20308130100.337300.9003	WCIND	\$ 202,500
20308230100.337300.9003	WCIND	\$ 1,000
20308330100.337300.9003	WCIND	\$ 4,140
20308430100.337300.9003	WCIND	\$ 5,500
20308530100.337300.9003	WCIND	\$ 41,100
20308630100.337300.9003	WCIND	\$ 3,652
20308730100.337300.9003	WCIND	\$ 16,440
20308830100.337300.9003	WCIND	\$ 5,425

TOTAL TO: \$ 769,757

FROM: Capital Improvements - NR WCIND Projects
 (DIVISION NAME) (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
20291630100.337300.9003	WCIND	769,757

TOTAL FROM: 769,757

EXPLANATION: To move budget into individual CIP projects as per Bluesheet #200221184 dated 11/29/02.

DIVISION DIRECTOR SIGNATURE _____ DATE _____
 DBS: APPROVAL ✓ DENIAL _____
 APPROVAL ✓ DENIAL _____
 CO. ADMIN.: APPROVAL _____ DENIAL _____

BCC APPROVAL DATE _____

DEPARTMENT DIRECTOR SIGNATURE _____ DATE 10/17/02
 OPERATIONS ANALYST SIGNATURE _____ DATE 10/17/02
 BUDGET OPERATIONS MANAGER SIGNATURE _____ DATE _____

CO. ADMIN. SIGNATURE _____ DATE _____

BCC CHAIRMAN SIGNATURE _____

BA NO. _____ AUTH CODE: _____ TRANS DATE: _____

REV. 05/93

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020568

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Resolution to the West Coast Inland Navigation District (WCIND) requesting funding for FY02/03 for the projects listed in priority order. Authorize Commission Chairman to sign corresponding agreements for projects once funding is finalized by WCIND.

WHY ACTION IS NECESSARY: To request grant funding in accordance with WCIND rules.

WHAT ACTION ACCOMPLISHES: Formalizes the request to WCIND for fiscal year 2003 project funding.

2. DEPARTMENTAL CATEGORY:
8 - NAT. RESOURCES
COMMISSION DISTRICT #: CW

C8A

3. MEETING DATE:

06-04-2002

4. AGENDA:

☒ **CONSENT**
ADMINISTRATIVE
APPEALS
PUBLIC

WALK ON
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

☐ **STATUTE**
☐ **ORDINANCE**
☐ **ADMIN. CODE**
☒ **OTHER** Grant
Requirement 66A-2 F.A.C.

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER
B. DEPARTMENT Lee County-Public Works
C. DIVISION Natural Resources
BY: Roland Ottolini, Nat. Res. Director

7. BACKGROUND: WCIND is a taxing district that includes Manatee, Sarasota, Charlotte and Lee Counties. Member counties can request grant funding for boating and navigation related projects on an annual basis. Applications and an accompanying Resolution are required submittals as part of the request process.

The Resolution contains a prioritized list of project requests. Projects were considered based on Lee County needs, municipal and non-profit agency requests. A prioritized project list totaling \$775,956 was voted on and approved by the Waterways Advisory Committee (WAC) on May 9th, 2002. Staff recommendation coincides with the WAC list with one exception. Staff recommends not funding the project, Royal Palm Sailing Club (RPSC)-Powerboat Education on the basis that WCIND is currently funding a request by RPSC (L-161, \$8,750) for a similar boat for the same purposes. Another request for funding, Turtle Time was not recommended for funding by both the WAC and staff as it was deemed not to meet eligibility requirements. The staff prioritized project list totals \$770,456. The accompanying Resolution reflects staff recommendations. (Continued)

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>5/20</i>				G County Manager
<i>Jaundon</i> <i>5-16-02</i>	<i>5/17/02</i>	N/A		<i>KUC</i> <i>5/20/02</i>	OA	OM	Risk	GC	<i>Jaundon</i> <i>5-16-02</i>
					<i>PM</i> <i>5/20/02</i>	<i>PM</i> <i>5/22/02</i>	<i>LP</i> <i>5/23</i>	<i>MS</i> <i>5-16-02</i>	

10. COMMISSION ACTION:

☒ **APPROVED AS AMENDED**
☐ **DENIED**
☐ **DEFERRED AFTER**
☐ **OTHER** *DISCUSS*

Rec. by *Colley*
Date: *5/17/02*
Time: *11:50 am*

Forwarded To:
ADMIN *9:05 am*
5/20/02

BY *ADMIN.* *PMC*
5/20/02
9:10 am
DATE TO:
5/23 *8:30*

(Continued from first page)

Recommendations are based on WCIND eligibility criteria, anticipated fund availability, benefits to Lee County, previous funding experience, and input from the Waterways Advisory Committee, Natural Resources Division staff and the WCIND Executive Director. Project applications are included in the backup materials.

No funds are required for this request. A budget amendment resolution will be prepared and submitted for approval at such time as grant funding is awarded. Any successful projects will also be governed by the attached formal agreements between Lee County and WCIND. Sub-grantees (as noted) will be required to enter an Agreement with Lee County after contracts are signed with WCIND. It is recommended that projects be deleted or funding reduced in order of the lowest priority if the requested total is not available from WCIND.

Attachment: Project Information Table, Project Applications for reference

RESOLUTION NO. 02-06-03

A RESOLUTION BY THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS REQUESTING THE WEST COAST INLAND NAVIGATION DISTRICT (WCIND) AWARD \$778,131 FROM THE WATERWAY DEVELOPMENT PROGRAM FOR THE FOLLOWING PROJECTS LISTED IN PRIORITY ORDER

WHEREAS, Lee County has developed the following prioritized list of projects to be considered by WCIND for funding:

1. Navigation Improvements FY03	\$440,000
2. GPS Tracking	\$50,000
3. Marine Law Enforcement FY03	\$202,500
4. Ft. Myers Power Squadron	\$1,000
5. Sanibel-Captiva Power Squadron	\$4,140
6. Cape Coral Boat ramp signage	\$5,500
7. Calusa Nature Center-Manatee exhibit improvements	\$41,100
8. LC School District-Manatee Park field trips/materials	\$8,374
9. Sanibel-Captiva Audubon Society-Printing coloring books	\$3,652
10. Royal Palm Sailing Club-Sail on	\$16,440
11. Turtle Time FY03	\$5,425

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF LEE OF THE STATE OF FLORIDA THAT:

Section 1. The County of Lee respectfully requests fiscal year 2003 funding from the WCIND Waterway Development Program for this project list in the priority order as listed.

Section 2. The Division of Natural Resources is hereby authorized to submit funding applications pertaining to projects on this priority list.

Section 3. The Chairman of the Lee County Board of County Commissioners is hereby authorized to execute and submit any project funding agreements pertaining to projects on this priority list.

Passed by the Board of County Commissioners of Lee County, Florida, this 4th day of June, 2002 by a vote of 4 to 0; the motion was made by Commissioner Judah, seconded by Commissioner Janes and upon being put to a vote, the vote was as follows:

BOB JANES	<u>Aye</u>
DOUGLAS ST. CERNY	<u>Aye</u>
RAY JUDAH	<u>Aye</u>
ANDREW W. COY	<u>Absent</u>
JOHN E. ALBION	<u>Aye</u>

ATTEST:
CHARLIE GREEN, CLERK

BY: Ruth Faymier
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

[Signature]
CHAIRMAN

APPROVED AS TO FORM

BY: [Signature]
ASST. COUNTY ATTORNEY



AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and City of Fort Myers hereafter referred to as "Recipient", and is for implementation of the Marine Law Enforcement (FM) FY03 Project for services, materials, and equipment to provide for marine law enforcement (law enforcement) (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$27,500.00 during the

County's fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:

- a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
- b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
- c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
- d. WCIND funds may not be used for any land acquisition projects.
- e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. ☐ (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
- i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. ☐ (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount and source on all matching funds in quarterly and annual reports. Matching funds must be at least 50% of project costs, and may include cash, funds used for preliminary plans, cost of site if acquired for the project, and documented in-kind contributions related to the project.
- h. ☒ (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
- i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfec@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Brian Phillips
Title	Lieutenant
Company	Fort Myers Police Dept.
Address	2216 Peck Street
City, State, Zip	Ft. Myers, FL. 33901
Phone	239-334-4155
Fax	239-337-5254
Email	bphillips@cityftmyers.com

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
- The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
 - The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - This grant period is for one year only. All unspent or uncommitted grant funds remaining at the end of the grant period will be returned to Lee County's CNIF fund.
 - Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all

reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.

- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - Matching Funds Certification Form;
 - X Certification of Law Enforcement Expenditures;
 - X Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.

- 5. Upon request from Lee County, GPS Placer Units will be installed on all active patrol vessels utilized by enforcement agency. Units will be installed and maintained by Lee County at no cost to the enforcement agency. These Units will stay in operation until Lee County requests their removal. Vessels must be made available for installation, periodic inspection and maintenance, if required, of Placer Units. Failure to comply with installation request may result in forfeiture of funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: [Signature]
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: [Signature]
Type Name: Jim Humphrey
Title: Mayor
Address: Post Office Drawer 2217
Fort Myers, FL 33902
2200 Second Street

[Signature]
Rose Arredondo, Witness
[Signature]
Donna Quinter, Witness
DONNA QUINTER

ATTEST: [Signature]
Marilyn M. Fernley, Deputy City Clerk

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 14th day of October, 2002, by Jim Humphrey and Marilyn who produced personally known to me as identification. M. Fernley, Mayor and Deputy City Clerk, respectively

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of October, 2002.

(SEAL)

[Signature]
Notary Public
Milgiam M. Ibanez
Printed Name of Notary Public

My Commission Expires: 12-14-03



Milgiam M. Ibanez
My Commission CC895380
Expires December 14, 2003

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 Lee County and WCIND.

B. When original or replacement assets or equipment acquired in whole or in part 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. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$200.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$200.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must 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 "C"

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

LAW ENFORCEMENT - 100%

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

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project 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.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and City of Sanibel hereafter referred to as "Recipient", and is for implementation of the Marine Law Enforcement (San) FY03 Project for services, materials, and equipment to provide for marine law enforcement (law enforcement) (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$20,000.00 during the

County's fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:
 - a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
 - c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
 - d. WCIND funds may not be used for any land acquisition projects.
 - e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
- i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount and source on all matching funds in quarterly and annual reports. Matching funds must be at least 50% of project costs, and may include cash, funds used for preliminary plans, cost of site if acquired for the project, and documented in-kind contributions related to the project.
- h. X (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
- i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfeca@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	William Tomlinson
Title	Acting Chief of Police
Company	Sanibel Police Department
Address	800 Dunlop Road
City, State, Zip	Sanibel, FL 33957
Phone	239-472-3111
Fax	239-472-6555
Email	bill.tomlinson@ci.sanibel.fl.us

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
- a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent or uncommitted grant funds remaining at the end of the grant period will be returned to Lee County's CNIF fund.
 - e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all

reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.

- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - Matching Funds Certification Form;
 - X Certification of Law Enforcement Expenditures;
 - X Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.
- 5. Upon request from Lee County, GPS Placer Units will be installed on all active patrol vessels utilized by enforcement agency. Units will be installed and maintained by Lee County at no cost to the enforcement agency. These Units will stay in operation until Lee County requests their removal. Vessels must be made available for installation, periodic inspection and maintenance, if required, of Placer Units. Failure to comply with installation request may result in forfeiture of funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

APPROVED AS TO FORM:

By: Nola Theiss
Type Name: Nola Theiss
Title: Mayor, City of Sanibel
Address: 800 Dunlop Road
Sanibel, FL 33957

Kenneth M. Cuyf
CITY ATTORNEY

Greg Smith, CMC
Witness

Cynthia Manser
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this ____ day of _____, 20__, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and City of Cape Coral hereafter referred to as "Recipient", and is for implementation of the Marine Law Enforcement (CC) FY03 Project for services, materials, and equipment to provide for marine law enforcement (law enforcement) (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$50,000.00 during the

County's fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:

- a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
- b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
- c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
- d. WCIND funds may not be used for any land acquisition projects.
- e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. ☐ (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
- i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. ☐ (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount and source on all matching funds in quarterly and annual reports. Matching funds must be at least 50% of project costs, and may include cash, funds used for preliminary plans, cost of site if acquired for the project, and documented in-kind contributions related to the project.
- h. ☒ (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
- i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfec@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Lt. Bill Scott
Title	Lt.
Company	Cape Coral Police Dept.
Address	P.O. Box 150027
City, State, Zip	Cape Coral, Fl. 33915
Phone	574-0669
Fax	574-0641
Email	WScott@capecoral.net

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
- The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
 - The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - This grant period is for one year only. All unspent or uncommitted grant funds remaining at the end of the grant period will be returned to Lee County's CNIF fund.
 - Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all

reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.

- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - X Matching Funds Certification Form;
 - X Certification of Law Enforcement Expenditures;
 - X Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.

- 5. Upon request from Lee County, GPS Placer Units will be installed on all active patrol vessels utilized by enforcement agency. Units will be installed and maintained by Lee County at no cost to the enforcement agency. These Units will stay in operation until Lee County requests their removal. Vessels must be made available for installation, periodic inspection and maintenance, if required, of Placer Units. Failure to comply with installation request may result in forfeiture of funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: [Signature]
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

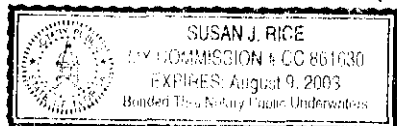
By: [Signature]
Type Name: ARNOLD E. Kempe
Title: MAYOR
Address: 1015 CULTURAL PL BLVD.
CAPE CORAL, FL 33990

[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 25 day of September, 2002, by Arnold Kempe, who produced PK as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of September, 2002.

(SEAL)



[Signature]
Notary Public
SUSAN J. RICE
Printed Name of Notary Public

My Commission Expires: 8/9/03

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 Lee County and WCIND.

B. When original or replacement assets or equipment acquired in whole or in part 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. Disposition of assets must be approved in writing by Lee County prior to disposition.

2. Assets or items of equipment with a current per-unit fair market value of less than \$200.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.

3. Assets or items of equipment with a current per-unit fair market value in excess of \$200.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must 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.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: Marine Law Enforcement (CC) FY03

COUNTY: LEE

PROJECT NO: _____

I, certify that all matching funds requirements were met in accordance with the terms of the Project Application between the County and the Recipient, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and all applicable law.

Date

Recipient

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6830)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: Marine Law Enforcement (CC) FY03

COUNTY: LEE

PROJECT NO: _____

I certify that all funds allocated for the above named project were expended for marine law enforcement only, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and as authorized by Section 374.976, Florida Statutes, to ensure program funds are not used to supplement other activities.

Date

Recipient

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public
My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6843) _____

**LEE COUNTY NATURAL RESOURCES DIVISION
MARINE SERVICES PROGRAM
STANDARD MARINE ENFORCEMENT MONTHLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Month: _____

Reporting Year: _____

MANATEE ZONE REPORTING: ____1____2____3____4

Total On the Water Hours for the Period: _____

Verbal Warnings _____

Manatee Zone Warnings _____

Written Warnings _____

Manatee Zone Citations _____

Total Citations _____

Complaints Dispatched _____

Manatee Sightings: _____

Manatee Near-Misses _____

In Zone: _____ Out of Zone: _____

Assists: _____ Agency/Boaters (Attach additional pages if necessary)
Hours _____

Signage needs of enforcement problems: (attach additional pages if necessary)

List other significant activity on reverse side.

I certify that the above information is true and accurate to the best of my knowledge.

Print Name

Signature

EXHIBIT "C"

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

LAW ENFORCEMENT - 100%

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

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project 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.

Bonnie
brig-

CITY COUNCIL
CITY OF CAPE CORAL
CONSENT AGENDA ITEM
COUNCIL MEETING: SEPTEMBER 23, 2002

TITLE: **Police Department WCIND Funding renewal**

SUMMARY: The Police Department receives funding from the West Coast Inland Navigational District to offset the expense of marine enforcement on the city's waterways. The funding is issued annually by Lee County based on available funding.

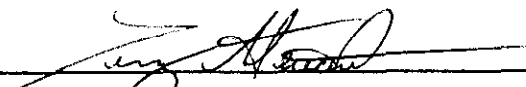
DOLLAR VALUE and FUNDING SOURCE: \$ 50,000
Lee County Environmental Services


ANALYSIS:

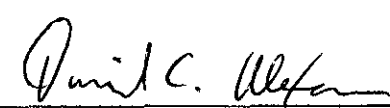
Not Applicable


RECOMMENDATION:

Staff recommends approval and requests that the City Manager or his designee be authorized to facilitate all paperwork pertaining to acceptance of this contract. There are no matching funds required.

CITY MANAGER  9-10-02
(DATE)

FOR REVIEW BY  9/10/02
CITY ATTORNEY Not Applicable
(DATE)

DEPARTMENT DIRECTOR:  8/29/02
(DATE)

DIVISION HEAD:  8/29/02
(DATE)

SWD :ths(consent doc)

Attachments
Contract

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and City of Bonita Springs hereafter referred to as "Recipient", and is for implementation of the Marine Law Enforcement (CBS) FY03 Project for services, materials, and equipment to provide for marine law enforcement (law enforcement) (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$30,000.00 during the

County's fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:
 - a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
 - c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
 - d. WCIND funds may not be used for any land acquisition projects.
 - e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
- i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount and source on all matching funds in quarterly and annual reports. Matching funds must be at least 50% of project costs, and may include cash, funds used for preliminary plans, cost of site if acquired for the project, and documented in-kind contributions related to the project.
- h. X (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
- i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfec@lccgov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Barbara Barnes-Buchanan
Title	Assistant City Manager
Company	City of Bonita Springs
Address	9220 Bonita Beach Road Suite 111
City, State, Zip	Bonita Springs, FL 34135
Phone	239-390-1000
Fax	239-390-1004
Email	barbara.barnes-buchanan@cityof

bonitasprings.org

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
 - a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent or uncommitted grant funds remaining at the end of the grant period will be returned to Lee County's CNIF fund.
 - e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all

reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.

- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - Matching Funds Certification Form;
 - X Certification of Law Enforcement Expenditures;
 - X Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.

- 5. Upon request from Lee County, GPS Placer Units will be installed on all active patrol vessels utilized by enforcement agency. Units will be installed and maintained by Lee County at no cost to the enforcement agency. These Units will stay in operation until Lee County requests their removal. Vessels must be made available for installation, periodic inspection and maintenance, if required, of Placer Units. Failure to comply with installation request may result in forfeiture of funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: _____
Type Name: Gary A. Price
Title: City Manager
Address: City of Bonita Springs
9220 Bonita Beach Rd., Ste. 111
Bonita Springs, FL 34135

Witness

Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 11th day of September, 2002, by Gary A. Price, who produced Florida Driver's License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of September, 2002.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

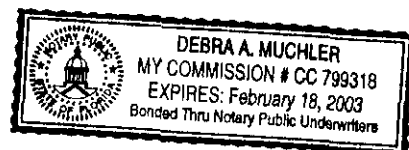


EXHIBIT "A"

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 Lee County and WCIND.

B. When original or replacement assets or equipment acquired in whole or in part 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. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$200.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$200.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must 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.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: Marine Law Enforcement (CBS) FY03

COUNTY: LEE PROJECT NO:

I certify that all matching funds requirements were met in accordance with the terms of the Project Application between the County and the Recipient, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and all applicable law.

Date

Recipient

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who produced _____ as identification. WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20___.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires:

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6830)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: Marine Law Enforcement (CBS) FY03

COUNTY: LEE PROJECT NO: _____

I certify that all funds allocated for the above named project were expended for marine law enforcement only, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and as authorized by Section 374.976, Florida Statutes, to ensure program funds are not used to supplement other activities.

Date

STATE OF _____)

COUNTY OF _____)

Recipient

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification.
WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public
My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6843) _____

**LEE COUNTY NATURAL RESOURCES DIVISION
MARINE SERVICES PROGRAM
STANDARD MARINE ENFORCEMENT MONTHLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Month: _____

Reporting Year: _____

MANATEE ZONE REPORTING: ____1____2____3____4

Total On the Water Hours for the Period: _____

Verbal Warnings _____

Manatee Zone Warnings _____

Written Warnings _____

Manatee Zone Citations _____

Total Citations _____

Complaints Dispatched _____

Manatee Sightings: _____

Manatee Near-Misses _____

In Zone: ____ Out of Zone: ____

Assists: _____ Agency/Boaters (Attach additional pages if necessary)
Hours _____

Signage needs of enforcement problems: (attach additional pages if necessary)

List other significant activity on reverse side.

I certify that the above information is true and accurate to the best of my knowledge.

Print Name

Signature

EXHIBIT "C"

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

LAW ENFORCEMENT - 100%

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

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project 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.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and Office of the Sheriff hereafter referred to as "Recipient", and is for implementation of the Marine Law Enforcement (LCSO) FY03 Project for services, materials, and equipment to provide for marine law enforcement (law enforcement) (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$50,000.00 during the

County's fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:

- a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
- b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
- c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required *prior approval may not be eligible for reimbursement.* Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
- d. WCIND funds may not be used for any land acquisition projects.
- e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
- i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount and source on all matching funds in quarterly and annual reports. Matching funds must be at least 50% of project costs, and may include cash, funds used for preliminary plans, cost of site if acquired for the project, and documented in-kind contributions related to the project.
- h. X (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
- i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfec@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Gene Sims
Title	Captain
Company	Lee County Sheriff's Office
Address	14750 Six Mile Cypress Parkway
City, State, Zip	Fort Myers, FL 33912
Phone	(239) 477-1128
Fax	(239) 477-1040
Email	Gsims@sheriffleefl.org

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
 - a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent or uncommitted grant funds remaining at the end of the grant period will be returned to Lee County's CNIF fund.
 - e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all

reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.

- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - Matching Funds Certification Form;
 - X Certification of Law Enforcement Expenditures;
 - X Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.

- 5. Upon request from Lee County, GPS Placer Units will be installed on all active patrol vessels utilized by enforcement agency. Units will be installed and maintained by Lee County at no cost to the enforcement agency. These Units will stay in operation until Lee County requests their removal. Vessels must be made available for installation, periodic inspection and maintenance, if required, of Placer Units. Failure to comply with installation request may result in forfeiture of funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: _____
Type Name: Rodney Shoap
Title: Sheriff
Address: 14750 Six Mile Cypress Pkwy
Fort Myers, FL 33912

Witness

Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 16th day of September, 2002, by Rodney Shoap, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of September, 2002.

(SEAL)

Annmarie Reno
Notary Public
Annmarie Reno
Printed Name of Notary Public



Annmarie S. Reno
MY COMMISSION # CC993524 EXPIRES
March 4, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

My Commission Expires: March 4, 2005

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 Lee County and WCIND.*

B. When original or replacement assets or equipment acquired in whole or in part 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. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$200.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$200.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must 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.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: Marine Law Enforcement (LCSO) FY03
COUNTY: LEE PROJECT NO:

I certify that all matching funds requirements were met in accordance with the terms of the Project Application between the County and the Recipient, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and all applicable law.

Date Recipient

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6830)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: Marine Law Enforcement (LCSO) FY03

COUNTY: LEE PROJECT NO: _____

I certify that all funds allocated for the above named project were expended for marine law enforcement only, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and as authorized by Section 374.976, Florida Statutes, to ensure program funds are not used to supplement other activities.

Date

Recipient

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public
My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6843)

**LEE COUNTY NATURAL RESOURCES DIVISION
MARINE SERVICES PROGRAM
STANDARD MARINE ENFORCEMENT MONTHLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Month: _____

Reporting Year: _____

MANATEE ZONE REPORTING: ____1____2____3____4

Total On the Water Hours for the Period: _____

Verbal Warnings _____

Manatee Zone Warnings _____

Written Warnings _____

Manatee Zone Citations _____

Total Citations _____

Complaints Dispatched _____

Manatee Sightings: _____

Manatee Near-Misses _____

In Zone: _____ Out of Zone: _____

Assists: _____ Agency/Boaters (Attach additional pages if necessary)
Hours: _____

Signage needs of enforcement problems: (attach additional pages if necessary)

List other significant activity on reverse side.

I certify that the above information is true and accurate to the best of my knowledge.

Print Name

Signature

EXHIBIT "C"

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

LAW ENFORCEMENT - 100%

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

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project 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.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and Town of Fort Myers Beach hereafter referred to as "Recipient", and is for implementation of the Marine Law Enforcement (FMB) FY03 Project for services, materials, and equipment to provide for marine law enforcement (law enforcement) (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$25,000.00 during the

County's fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:
 - a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
 - c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
 - d. *WCIND funds may not be used for any land acquisition projects.*
 - e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
- i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount and source on all matching funds in quarterly and annual reports. Matching funds must be at least 50% of project costs, and may include cash, funds used for preliminary plans, cost of site if acquired for the project, and documented in-kind contributions related to the project.
- h. X (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
- i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfeca@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Janeen Paulauskis
Title	Finance Director
Company	Town of Ft Myers Beach
Address	2523 Estero Blvd
City, State, Zip	Ft Myers Beach FL 33931
Phone	239-765-0202
Fax	239-765-0909
Email	janeen@fmbeach.com

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
- The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
 - The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2003, will be returned to WCIND for use in the Lee County Countywide Navigation Improvement Fund.

- e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.
- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such

funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
 - m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
 - n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
 - o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
 - p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - X Matching Funds Certification Form;
 - X Certification of Law Enforcement Expenditures;
 - X Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.
5. Upon request from Lee County, GPS Placer Units will be installed on all active patrol vessels utilized by enforcement agency. Units will be installed and maintained by Lee County at no cost to the enforcement agency. These Units will stay in operation until Lee County requests their removal. Vessels must be made available for installation, periodic inspection and maintenance, if required, of Placer Units. Failure to comply with installation request may result in forfeiture of funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: [Signature]
Type Name: Town of Ft Myers Beach
Title: Town Manager
Address: 2523 Estero Blvd
Ft Myers Beach FL
33931

[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 3 day of Sept, 2002 by Marsha Seal-George, who produced personally known as identification. George
WITNESS my hand and official seal in the County and State last aforesaid this 3 day of Sept, 2002.



(SEAL)
OFFICIAL SEAL
Jill C. Bitterman
DD# 101828
My Commission Expires March 20, 2006

[Signature]
Notary Public
Jill C. Bitterman
Printed Name of Notary Public

Commission Expires: 3/20/06

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 Lee County and WCIND.

B. When original or replacement assets or equipment acquired in whole or in part 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. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$200.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$200.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must 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.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: Marine Law Enforcement (FMB) FY03

COUNTY: LEE PROJECT NO: _____

I certify that all matching funds requirements were met in accordance with the terms of the Project Application between the County and the Recipient, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and all applicable law.

Date Recipient

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public
My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6830)

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

COUNTY: LEE PROJECT NO:

Date	Recipient
STATE OF _____)	
_____)	
COUNTY OF _____)	

(SEAL)

Printed Name of Notary Public
My Commission Expires:

ACCEPTED BY COUNTY
LIAISON AGENT:

(6843)

EXHIBIT "C"

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

LAW ENFORCEMENT - 100%

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

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project 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.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and City of Cape Coral hereafter referred to as "Recipient", and is for implementation of the Environmental information signage at City boat ramps (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$5500 during the County's

fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:
 - a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
 - c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
 - d. WCIND funds may not be used for any land acquisition projects.
 - e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. X (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
- i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.
- h. (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
- i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfeca@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Robert J. Burns
Title	Parks Superintendent
Company	City of Cape Coral
Address	1015 Cultural Park Blvd.
City, State, Zip	Cape Coral, Florida 33990
Phone	239-573-3115
Fax	239-573-3130
Email	hburns@capecaoral.net

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
- a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2003, will be returned to WCIND for use in the Lee County Countywide Navigation Improvement Fund.

- e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.
- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within

thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - ___ Matching Funds Certification Form;
 - ___ Certification of Law Enforcement Expenditures;
 - ___ Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

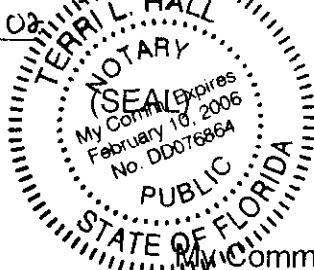
By: Terrance Stewart
Type Name: Terrance Stewart, MPA
Title: City Manager
Address: City of Cape Coral, Florida
P. O. Box 150027
Cape Coral, Florida 33915-0027

[Signature]
Witness

[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 11 day of September, 2002, by Terrance Stewart, who produced personally known to me as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of Sept, 2002.



[Signature]
Notary Public
Terri L. Hall
Printed Name of Notary Public

My Commission Expires: 2/10/06

LEGAL REVIEW:

Margaret W. Miller
City Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

B. When original or replacement assets or equipment acquired in whole or in part 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. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$200.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$200.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must 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 "C"

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

LAW ENFORCEMENT - 100%

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

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project 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.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and Turtle Time hereafter referred to as "Recipient", and is for implementation of the outreach education (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$5425 during the County's

fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:
 - a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
 - c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
 - d. WCIND funds may not be used for any land acquisition projects.
 - e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. X (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
 - i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.
- h. (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
 - i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfeca@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Eve Haverfield
Title	Director
Company	Turtle Time, Inc.
Address	3627 Heritage Lane
City, State, Zip	Fort Myers, FL 33908
Phone	(239) 481-5566
Fax	(239) 481-5566
Email	whaverfi@peganet.com

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
 - a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2003, will be returned to WCIND for use in the Lee County Countywide Navigation Improvement Fund.

- e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.
- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within

thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - ☐ Matching Funds Certification Form;
 - ☐ Certification of Law Enforcement Expenditures;
 - ☐ Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: Eve Haverfield
Type Name: Eve Haverfield
Title: Director - Turtle Time, Inc.
Address: 3627 Heritage Lane
Fort Myers, FL 33908

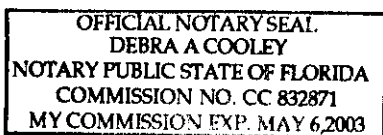
Jacqueline B. Burch
Witness
James J. Cook
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 21st day of August, 2003, by Eve Haverfield, who produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of August, 2003.

(SEAL)

Debra A. Cooley
Notary Public
Debra A. Cooley
Printed Name of Notary Public



My Commission Expires: 5/6/03

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 Lee County and WCIND.

B. When original or replacement assets or equipment acquired in whole or in part 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. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$200.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$200.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must 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 "C"

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

LAW ENFORCEMENT - 100%

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

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project 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.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and Sanibel-Captiva Power Squadron hereafter referred to as "Recipient", and is for implementation of the purchase computers and equipment to profile ICW depth over time (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the

County. The funding of the grant shall not exceed \$4140 during the County's fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:

- a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
- b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
- c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
- d. WCIND funds may not be used for any land acquisition projects.
- e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to

provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
 - i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.
- h. (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
 - i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfeca@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	JAMES H. STRECHERS
Title	CHIEF GOLF CARTING
Company	SMITHSON - GOLFING PAPER SQUARE
Address	2457 HARRISON LANE
City, State, Zip	SMITHSON FL 33957
Phone	395-1856
Fax	395-7696
Email	CHUNGSMITHSON@AOL.COM

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
 - a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2003, will be returned to WCIND for use in the Lee County Countywide Navigation Improvement Fund.

- e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.
- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within

thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - ___ Matching Funds Certification Form;
 - ___ Certification of Law Enforcement Expenditures;
 - ___ Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: _____
Type Name: JAMES H. STROWEES
Title: Chairman, Board of Commissioners
Address: 2437 HARRISON LANE
SAFORD, FL 33951

Witness

Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 5th day of September, 2002, by JAMES H. STROWEES, who produced FL Drivers License S343 44849 3480 as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of September, 2002.

(SEAL)

Notary Public

Printed Name of Notary Public



Kathleen McMenamy
My Commission DD127522
Expires June 20, 2006

My Commission Expires: _____

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 Lee County and WCIND.

B. When original or replacement assets or equipment acquired in whole or in part 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. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$200.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$200.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must 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 "C"

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

LAW ENFORCEMENT - 100%

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

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project 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.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and Ft. Myers Power Squadron hereafter referred to as "Recipient", and is for implementation of the purchase computer to profile ICW depth over time (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$1000 during the County's

fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:
 - a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
 - c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
 - d. WCIND funds may not be used for any land acquisition projects.
 - e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
 - i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.
- h. (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
 - i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfeca@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	LT PATRICIA M. CLARK
Title	CHAIR, Co-Op CHARTING PROGRAM
Company	FORT MYERS POWER SQUADRON
Address	355 ANCHOR WAY
City, State, Zip	N. FORT MYERS, FL 33903
Phone	239-652-0087
Fax	239-652-0087
Email	PATRICIACLARK@COMCAST.NET

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:

- a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
- b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
- c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
- d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2003, will be returned to WCIND for use in the Lee County Countywide Navigation Improvement Fund.

- e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.
- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within

thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - ☐ Matching Funds Certification Form;
 - ☐ Certification of Law Enforcement Expenditures;
 - ☐ Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: [Signature]
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: Patricia M. Clark
Type Name: PATRICIA M. CLARK
Title: CHAIR, CO-OP CHARTING PROGRAM
Address: FORT MYERS POWER SQUADRON
355 ANCHOR WAY
N. FORT MYERS, FL
33903

[Signature]
Witness

[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 9 day of Sept, 2002, by Patricia M. Clark, who produced FDL C462693 468090 as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of Sept, 2002.

(SEAL)



[Signature]
Notary Public
Donnam Meola
Printed Name of Notary Public

My Commission Expires: 9/20/04

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 Lee County and WCIND.

B. When original or replacement assets or equipment acquired in whole or in part 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. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$200.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$200.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must 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 "C"

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

LAW ENFORCEMENT - 100%

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

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project 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.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and Sanibel-Captiva Audubon Society hereafter referred to as "Recipient", and is for implementation of the Wildlife Coloring Book (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$3652 during the County's

fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:
 - a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
 - c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
 - d. WCIND funds may not be used for any land acquisition projects.
 - e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. X (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
 - i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.
- h. (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
 - i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfeca@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	CLAUDIA BURNS
Title	PROJECT MANAGER
Company	SANIBEL-CAPTIVA AUDUBON SOCIETY
Address	P.O. BOX 457
City, State, Zip	SANIBEL, FL 33957
Phone	239/472-2682
Fax	
Email	cshellart@aol.com

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:

- a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
- b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
- c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
- d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2003, will be returned to WCIND for use in the Lee County Countywide Navigation Improvement Fund.

- e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.
- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within

thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - ___ Matching Funds Certification Form;
 - ___ Certification of Law Enforcement Expenditures;
 - ___ Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: Claudia Burns
Type Name: CLAUDIA BURNS
Title: PROJECT MANAGER
Address: SAN CAR AUDUBON SOCIETY
P.O. BOX 957
SANIBEL, FL 33957

[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 6 day of Sept., 2002, by Claudia Burns who produced a Driver's License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of Sept., 2002.

(SEAL)



Lori Adams
Commission # CC 945734
Expires June 18, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
Notary Public

Lori Adams
Printed Name of Notary Public

My Commission Expires: June 18, 2004

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 Lee County and WCIND.

B. When original or replacement assets or equipment acquired in whole or in part 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. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$200.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$200.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must 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 "C"

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

LAW ENFORCEMENT - 100%

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

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project 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.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and Calusa Nature Center hereafter referred to as "Recipient", and is for implementation of the Refurbishment and upgrade of existing manatee exhibit (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$41100 during the

County's fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:
 - a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
 - c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
 - d. WCIND funds may not be used for any land acquisition projects.
 - e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. ☒ X (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
- i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.
- h. (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
- i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfeca@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Michael Simonik
Title	Executive Director
Company	Calusa Nature Center
Address	3450 Orlov Ave
City, State, Zip	Fort Myers, FL 33905
Phone	278-3435
Fax	278-9016
Email	Michael@CalusaNature.com

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:

- a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
- b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
- c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
- d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2003, will be returned to WCIND for use in the Lee County Countywide Navigation Improvement Fund.

- e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.
- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within

thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - ___ Matching Funds Certification Form;
 - ___ Certification of Law Enforcement Expenditures;
 - ___ Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: [Signature]
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: [Signature]
Type Name: Michael Simonik
Title: Executive Director
Address: 3450 Arthur Ave
Fort Myers Fl 33905

[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 29 day of August, 2002 by Michael Simonik who produced [Signature] as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of August, 2002

(SEAL)



[Signature]
Notary Public
Frances Shahbazian
Printed Name of Notary Public

My Commission Expires: June 3, 2005

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 Lee County and WCIND.

B. When original or replacement assets or equipment acquired in whole or in part 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. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$200.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$200.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must 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 "C"

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

LAW ENFORCEMENT - 100%

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

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project 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.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and Royal Palm Sailing Club hereafter referred to as "Recipient", and is for implementation of the purchase of 6, 14' Lasers and assoc. equipment (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on June 4, 2002 adopted Resolution No. 02-06-03 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

WHEREAS, funds received from WCIND through the Waterway Development Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Pre-Application Form for Sub-grantees, and Resolution No. 02-06-03 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$16440 during the

County's fiscal 2002-2003 year. No reimbursement shall be made for expenses made prior to October 1, 2002.

3. The Recipient agrees, warrants, and covenants that:
 - a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
 - c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
 - d. WCIND funds may not be used for any land acquisition projects.
 - e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 15th and the 30th of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
- i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. X (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.
- h. (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
- i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Chris Koepfer
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-479-8133 phone
239-479-8108 fax
koepfeca@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Stephanie T. Webb
Title	Secretary, Grants Mgr.
Company	Edison Sailing Center
Address	18356 Deep Passage Lane
City, State, Zip	Ft. Myers Beach, FL 33931
Phone	454-5114
Fax	454-6379
Email	Stephwebb46@aol.com

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
 - a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$200 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$200 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2003, will be returned to WCIND for use in the Lee County Countywide Navigation Improvement Fund.

- e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.
- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within

thirty (30) days thereafter, return the funds to the County pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (only applicable if checked):
 - X Matching Funds Certification Form;
 - Certification of Law Enforcement Expenditures;
 - Standard Marine Enforcement Quarterly Report Form
 - (3) Exhibit "C" - Definition of Funding Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ day of _____, 20__.

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: Stephanie D. Akers
Type Name: _____
Title: _____
Address: _____

[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 29 day of August, 2002, by Stephanie D. Akers, who produced known - as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of August, 2002

(SEAL)

[Signature]
Notary Public
Frances Shahbazian
Printed Name of Notary Public



My Commission Expires: June 3, 2005

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 Lee County and WCIND.

B. When original or replacement assets or equipment acquired in whole or in part 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. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$200.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$200.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must 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.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: _____

COUNTY: LEE _____

PROJECT NO: _____

I certify that all matching funds requirements were met in accordance with the terms of the Project Application between the County and the Recipient, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and all applicable law.

Date

Recipient

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6830)

EXHIBIT "C"

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

LAW ENFORCEMENT - 100%

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

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project 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.