

**RESOLUTION 14-029**

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2014-026 AND  
PROVIDING AN EFFECTIVE DATE**

**NOW, THEREFORE, BE IT RESOLVED** by City Council of the City of Sanibel, Florida:

**SECTION 1.** The revised Beach Parking fund budget for fiscal year 2013-2014, Budget Amendment BA 2014-026, a true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, are hereby approved and accepted.

**SECTION 2.** Effective date.

This resolution shall take effect immediately upon adoption.

**DULY PASSED AND ENACTED** by the Council of the City of Sanibel, Florida this 1st day of April, 2014.

**AUTHENTICATION:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Pamela Smith, City Clerk

**APPROVED AS TO FORM:**

*Kenneth B. Cuyler*  
\_\_\_\_\_  
Kenneth B. Cuyler, City Attorney

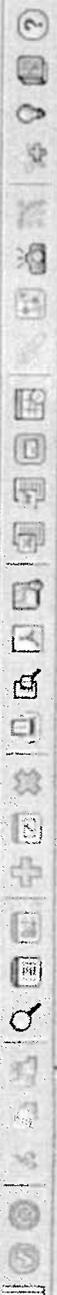
*3/24/14*  
\_\_\_\_\_  
Date

Vote of Councilmembers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date filed with City Clerk: \_\_\_\_\_





Account

Fund 470 BCH PKING A.ct 470-0000-000-337308

Org 470 BCH PKING Acct name WCIND BOAT RAMP DREDGE

Object 337308 BT RMP DRG Type Revenue Status Active

Project Budget Rollup Group Account Notes

Multity Fund

Detail

Months

Seg Find

Totals

4 Year Comparison	Current Year		History	
	Fiscal Year 2013	Fiscal Year 2012	Fiscal Year 2011	Fiscal Year 2014
Original Budget	.00	.00	.00	.00
Transfers In	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	.00	.00	.00	.00
Actual (Memo)	.00	.00	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	.00	.00	.00	.00

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 City of Sanibel Public Ramp/Dock dredging and Improvement Project for Dredging around city boat public ramp, dock, and emergency services dock. Improvements/repairs to decking, stringers, etc. on public dock. (Boating Recreation L-402) (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") under its 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 04, 2013 adopted Resolution No. 13-06-04 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 Resolution No. 13-06-04 and the agreement between WCIND and the County. The funding of the grant shall not exceed

\$27,500 during the County's fiscal 2013-2014 year. No reimbursement shall be made for expenses made prior to October 1, 2013.

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 15<sup>th</sup> and the 30<sup>th</sup> 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:

Justin McBride  
Lee County Natural Resources  
P.O. Box 398  
Ft. Myers, FL 33902-0398  
239-533-8130 phone  
239-485-8408 fax  
[jmcbride@leegov.com](mailto:jmcbride@leegov.com)

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

Name	Mr. Keith Williams
Title	Pub. Works Dir.
Company	City of Sanibel
Address	800 Dunlop Rd.
City, State, Zip	Sanibel, FL 33957
Phone	239.472.6397
Fax	239.472.6041
Email	keith.williams@mysanibel.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 \$2000 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 \$2000 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, 2014, will be returned to WCIND for use in the Lee County Countywide Navigation Improvement Fund. A one year extension may be granted under extenuating circumstances. A written request for extension must be submitted prior to July 31, 2014.

- 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 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" - (check if applicable):  
 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 29th day of October, 2013

FOR THE COUNTY:

ATTEST:  
CHARLIE GREEN, CLERK

Linda Doggett

BY: Maria Pierce  
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIRMAN



APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

BY: [Signature]  
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: [Signature]  
Type Name: Judith A. Zimomra  
Title: City Clerk  
Address: 800 Duval Blvd  
Mobile 9133957

[Signature]  
Witness  
[Signature]  
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 18 day of SEPTEMBER, 2013, by JUDITH A. ZIMOMRA, who produced personally known to me as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day of Sept 18, 2013.

(SEAL)

[Signature]  
Notary Public  
JULIA K. GUERNSEY  
Printed Name of Notary Public

My Commission Expires: 9-10-17

