8. **CONSENT AGENDA**

b. **RESOLUTION 09-003 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2009-013 AND PROVIDING AN EFFECTIVE DATE** (To appropriate a grant from West Coast Inland Navigation District (WCIND) grant in the amount of $47,186 for services, materials and equipment to provide marine law enforcement. No City match is required. This amendment increases the FY 09 budget by $47,186)

RESOLUTION NO. 09-003

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2009-013 AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1. The revised Recreation Center Fund for fiscal year 2008-2009, Budget Amendment/Transfer BA 2009-013 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is 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 6th day of January, 2009.

AUTHENTICATION:

Mick Denham, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM: Kenneth B. Cuyler, City Attorney Date 12/17/08

Vote of Councilmembers:

Denham _____
Ruane _____
Harrity _____
Jennings _____
Pappas _____

Date filed with City Clerk: _____

DOCUMENT NUMBER **BA 2009 - 013**

CITY OF SANIBEL
BUDGET AMENDMENT/TRANSFER

FUND: GENERAL FUND
DEPT: Police

FUND	DEPT	ACCOUNT	DESCRIPTION	Project Number	Amount Prior To Change	Incr/(Decr) REVENUE	Incr/(Decr) EXPENSE	Amount After Change
			GENERAL FUND					-
001	0000	337.20-02	Public Safety- WCIND grant		-	47,186		47,186
001	2100	521.12-50	Part-time salary		114,752		47,186	161,938
					TOTAL:	47,186	47,186	

PURPOSE: To appropriate $47,186 from the West Coast Inland Navigation District (WCIND) for marine enforcement. A copy of project L-269 is attached. This amendment increases the FY09 budget by $47,186.

Prepared by:	Date	Approved by:	Date	Input by:	GROUP #	Date
F. Slane	1/6/2009					

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

A. Brian Bigelow
District Two

Ray Judah
District Three

Tammy Hall
District Four

Frank Mann
District Five

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing Examiner

08 DEC 15 AM 11:5

(239) 533-8133

December 8, 2008

Chief Bill Tomlinson
800 Dunlop Road
Sanibel, FL. 33957

Dear Chief Tomlinson:

Enclosed is one fully executed Agreement for WCIND Subgrant Funding. I take this opportunity to once again remind you to read all the conditions carefully. Your project number as shown on the Agreement is L-269. Please reference this number on all correspondence.

Please call the above number if you have any questions or problems.

Sincerely,

Chris Koepfer
Natural Resources Division

SANIBEL POLICE
DEC 11 2008
RECEIVED

07/08-175

C# 4646

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 LE Sanibel PD FY09 Project for services, materials, and equipment to provide for marine law enforcement (navigation L269) (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 May 20th, 2008 adopted Resolution No. 08-05-24 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. 08-05-24 and the agreement between WCIND and the County. The funding of the grant shall not exceed

C9b

11-18-08

$47186 during the County's fiscal 2008-2009 year. No reimbursement shall be made for expenses made prior to October 1, 2008.

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. 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. 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:

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

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

Name	Bill Tomlinson
Title	Chief
Company	Sanibel Police Department
Address	800 Dunlop Road
City, State, Zip	Sanibel, Florida 33957
Phone	(239)472-3111
Fax	(239)472-6555
Email	bill.tomlinson@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, 2009, 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, 2009.

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;
x Certification of Law Enforcement Expenditures;
x 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 18th day of November, 20 08

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

FOR THE RECIPIENT:

By: _____
Type Name: Judie Zimomra
Title: City Manager
Address: 800 Dunlop Rd.
Sanibel, FL. 33957

_____ City Clerk
Witness

_____
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 13 day of OCTOBER, 2008 by JUDIE ZIMOMRA, who produced personally known to me as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of OCTOBER, 2008

(SEAL)

_____
Notary Public

JULIA K. GUERNSEY
Printed Name of Notary Public

Julia K. Guernsey
Commission # DD451786
Expires September 10, 2009
Bonded Troy Fain - Insurance, Inc 800-385-7019

My Commission Expires: 9-10-09

APPROVED FINANCIAL SUFFICIENCY
Sylvia A. Edwards, Finance Director

APPROVED AS TO FORM:

_____
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.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: Marine LE Sanibel PD FY09

COUNTY: LEE PROJECT NO: L269

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 _____, 19__, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 19__.

(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 LE Sanibel PD FY09

COUNTY: LEE PROJECT NO: L269

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 _____, 19___, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 19___.

(SEAL)

_____
Notary Public

_____
Printed Name of Notary Public
My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

_____

(6843)

LEE COUNTY ENVIRONMENTAL SERVICES DIVISION
MARINE SERVICES PROGRAM
STANDARD MARINE ENFORCEMENT QUARTERLY REPORT

AGENCY: _____

Today's Date: _____ **Report Period:**

____	Oct. - Dec.	1999
____	Jan. - Mar.	2000
____	Apr. - Jun.	2000
____	Jul. - Sep.	2000

Total Hrs. Worked for the Period _____ **Total Hrs. on the Water** _____

Verbal Warnings	_____	Manatee Zone Warnings	_____
Written Warnings	_____	Manatee Zone Citations	_____
Total Citations	_____	Complaints Dispatched	_____

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

Signage needs or 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

2/20/97 H:\marine\document\forms\msenforc.frm

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.