

8. **CONSENT AGENDA (ANY PERSON MAY REQUEST THAT COUNCIL REMOVE AN ITEM FROM THE CONSENT AGENDA FOR DISCUSSION BY NOTIFYING THE CITY MANAGER/CITY CLERK, OR A COUNCIL MEMBER, PRIOR TO THE MEETING)**

h. **RESOLUTION 09-053 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2009-033 AND PROVIDING AN EFFECTIVE DATE** (To budget and appropriate \$35,000 from the West Coast Inland Navigation District for maintenance dredging and repair at the boat ramp. This amendment increases the FY09 budget by \$35,000.)

**RESOLUTION 09-053**

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2009-033 AND PROVIDING AN EFFECTIVE DATE**

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

**SECTION 1.** The revised General Fund for fiscal year 2008-2009, Budget Amendment/Transfer BA 2009-033 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 5th day of May 2009.

**AUTHENTICATION:**

\_\_\_\_\_  
Mick Denham, Mayor

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

**APPROVED AS TO FORM:**

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

4/28/09  
Date

Vote of Councilmembers:

Denham \_\_\_\_\_  
Ruane \_\_\_\_\_  
Harrity \_\_\_\_\_  
Jennings \_\_\_\_\_  
Pappas \_\_\_\_\_

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



**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 Maintenance dredging and repair of Sanibel Boat Ramp (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, funds received from WCIND through the CNIF Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

WHEREAS, the County hereby approves the Recipient's request for grant funding under the WCIND CNIF Program in accordance with their Proposal Form for Sub-Grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. 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 Proposal Form for Sub-grantees, and the agreement between WCIND and the County. The funding of the grant shall not exceed \$35,000 from one year of the execution of this document. No reimbursement shall be made for expenses made prior to the execution date of this document.
2. 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 CNIF Program. 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. Funds 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. 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  
239-533-8133 phone  
239-485-8408 fax  
koepfeca@leegov.com

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

Name	Gates D. Castle
Title	Public Works Director / City Engineer
Company	City of Sanibel
Address	800 Dunlop Road
City, State, Zip	Sanibel, FL 33957
Phone	(239) 472-6397
Fax	(239) 472-6041
Email	gates.castle@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 will be for 12 months from the execution of this project agreement. All unspent grant funds remaining at the end of the grant period 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 at least 6 months prior to the final day of this grant.

- 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:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this 24th day of March, 2009.

FOR THE COUNTY:

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
DEPUTY CLERK

BY: [Signature]  
CHAIRMAN



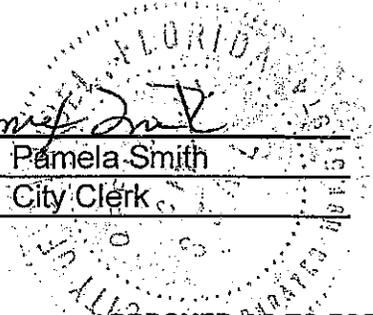
APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

BY: [Signature]  
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: [Signature]  
Type Name: Judith Zimomra  
Title: City Manager  
Address: City of Sanibel  
800 Dunlop Road  
Sanibel, FL 33957

ATTEST: [Signature]  
Type Name: Pamela Smith  
Title: City Clerk



Approved as to form

APPROVED FINANCIAL SUFFICIENCY  
[Signature]  
Sylvia A. Edwards, Finance Director

APPROVED AS TO FORM:  
[Signature]  
CITY ATTORNEY

City Attorney

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 2 day of March, 2009 by Judith Zimomra who produced PERSONAL ID CARD as identification.

WITNESS my hand and official seal in the County, and State last aforesaid this 2 day of March, 2009

(SEAL)

[Signature]  
Notary Public  
Karen Lynn Guдела  
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 \$2000.00 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 \$2000.00 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.