

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

Blue Sheet No. 20031361

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Budget Amendment Resolution in the amount of \$202,279 to fund 16 FY03/04 WCIND projects totaling \$1,102,279. Execute subgrant agreements with local governments, non-profit organizations, and various Lee County Law Enforcement agencies to implement 13 FY03/04 WCIND projects totaling \$422,279 via 17 individual subgrants. Amend the FY03/04-07/08 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. Authorizes Commission Chairman to sign all agreements pertaining to the 03-04 WCIND Waterway Development Program.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: CW

C8C

3. MEETING DATE:
12-16-2003


4. AGENDA:

- CONSENT**
- ADMINISTRATIVE**
- APPEALS**
- PUBLIC**
- WALK ON**
- TIME REQUIRED:**

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE**
- ORDINANCE**
- ADMIN. CODE**
- OTHER**
Grant agreements

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 03-08-53 under Blue Sheet No. 20030972-DNR, 8/26/03, C8b (see copy attached). These projects are to be implemented directly by Lee County and WCIND. These projects total \$680,000.00. 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 12, 2003, and this action scheduled after the Agreements were executed by the recipients.

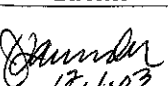
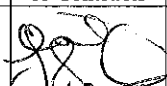
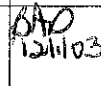

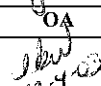
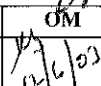
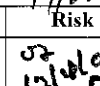
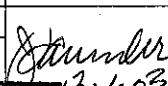
In addition to Agreements for agencies implementing specific projects, this action awards funding to multiple agencies for implementation of the Marine Law Enforcement FY03-04 project. All Subgrant Agreements have been executed by the subgrant agencies prior to final County execution. One project, FWS Spoil Island Restoration, has not yet completed internal review of the Agreement documents and they are not included in this package. The requested action includes authorization to execute this Agreement without additional review by the Board. In addition, the Southwest Florida Watershed Council and Fort Myers Fire/Rescue have each withdrawn their requests for funding.

The budget amendment will establish new CIP projects for each new WCIND project, including County implemented projects, and redirect the \$900,000 budget from 202916 into the projects in the attached list.

Attachments: BS 20020568-DNR and Res. 03-08-53, Project List and Budget Resolution.

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
 12-1-03		N/A	 12/1/03	 12-4-03	OA  12-4-03	OM  12/6/03	Risk  12/1/03	 12-1-03

10. COMMISSION ACTION:

- APPROVED**
- DENIED**
- DEFERRED**
- OTHER**

Rec. by CoAtty
Date: 12/10/03
Time: 10:00 AM
Forwarded To:
Co. Adm.
12/10/03

RECEIVED BY
COUNTY ADMIN: 
12-3-03
10:45
COUNTY ADMIN
FORWARDED TO:


WCIND PROJECTS FY 03-04					
WCIND ID#					
	PROJECT	FUNDING AWARD	SUBGRANT AGREEMENT	ACCOUNT STRING NEEDED	COMMENTS
L178	Marine Enforcement FY03-04	\$ 256,500.00	N	Y	UMBRELLA PROJECT FOR ALL LAW ENFORCEMENT PROJECTS
	Cape Coral PD Marine Enforcement	\$84,000.00	Y	N	Special marine enforcement
	Fort Myers PD Marine Patrol	\$28,500.00	Y	N	Special marine enforcement
	Ft. Myers Beach Marine Enforcement	\$25,000.00	Y	N	Special marine enforcement
	Bonita Springs Marine Enforcement	\$35,000.00	Y	N	Special marine enforcement
	Sheriff Marine Enforcement	\$84,000.00	Y	N	Special marine enforcement
L184	Ft. Myers Power Squadron	\$2,350.00	Y	Y	
L180	Upper Captiva Fire District	\$10,746.00	Y	Y	
L188	San-Cap Audubon Society	\$4,500.00	Y	Y	
L189	San-Cap Audubon Society	\$3,652.00	Y	Y	
L185	RPSC-Boating Safety	\$17,250.00	Y	Y	
L186	RPSC-River Deep	\$18,000.00	Y	Y	
L181	Fort Myers Shores Fire District	\$10,625.00	Y	Y	
L182	Matlacha/Pine Island Fire District	\$8,431.00	Y	Y	
L183	Iona-McGregor Fire District	\$10,625.00	Y	Y	
L187	Fort Myers Beach-Buccaneer Lagoon signage	\$15,000.00	Y	Y	
L191	Mound House Kayak Launch	\$14,600.00	Y	Y	
L192	Ding Darling NWR-Spoil Island Restoration	\$50,000.00	Y	Y	*Subgrant agreements not yet executed by subgrantees
	SUBTOTAL	\$422,279.00			
	LEE COUNTY REQUESTS				
L175	Navigation Improvements FY03	\$ 400,000.00	N	Y	
L177	Work Boat	\$ 80,000.00	N	Y	
L176	Derelict Vessel Removal	\$200,000.00	N	Y	
	SUBTOTAL	\$ 680,000.00			
	TOTAL	\$ 1,102,279.00			
					*Will be forwarded to BOCC for final execution upon receipt.
L190	Southwest Florida Watershed Council	\$25,163.00			**Withdrawn at applicants request, effective 11/18/03**
L179	Fort Myers Fire/Rescue	\$4,104.00			**Withdrawn at applicants request, effective 11/24/03**

LEE COUNTY BOARD OF COUNTY COMMISSIONERS 20030972
 AGENDA ITEM SUMMARY BLUE SHEET NO. 20030720

1. REQUESTED MOTION:

ACTION REQUESTED: Amend Resolution 03-07-05 to add \$100,000 to the derelict vessel removal project for a total of \$200,000 and add a new project, Fish and Wildlife Service (FWS) Spoil Island Restoration for \$50,000. Authorize Commission Chairman to sign corresponding agreements for projects once funding is finalized by WCIND.

WHY ACTION IS NECESSARY: WCIND rules require a resolution requesting grant funding.

WHAT THE ACTION ACCOMPLISHES: Formalizes the request to WCIND for fiscal year 2004 project funding.

2. DEPARTMENTAL CATEGORY: 8
COMMISSION DISTRICT C8B

3. MEETING DATE: 08-26-2003

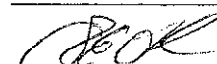
4. AGENDA

X Consent
 Administrative
 Appeals
 Public
 Time Required:

5. REQUIREMENT/PURPOSE:

(Specify)
 Statute
 Ordinance
 Admin. Code
 X Other Grant Requirement
 66A-2 F.A.C.

6. REQUESTER OF INFORMATION:

A: COMMISSIONER
 B: DEPARTMENT
 C: DIVISION Natural Resources
 BY: 
 Roland Ottolini, Division 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 Board approved resolution 03-07-05 on July 1st, 2003. It contains a prioritized list of project requests. Projects were considered based on Lee County needs, municipal and non-profit agency requests. The prioritized project list totaled \$981,546.

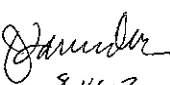

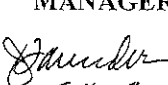
The increase to derelict vessel funding is due to a recent influx of large derelict vessels Countywide that cost estimates show would exceed prior request. The Fish and Wildlife Service project is being added due to recent discussion with the Board and the Director of WCIND clarifying eligibility requirements. This project was originally excluded from funding by County staff. With the additional project and increase to derelict vessel removal funding, the new total is \$1,131,546.

No funds are required for this request. A budget amendment resolution will be prepared and submitted for approval when grant funding is awarded by WCIND.

Attachment: Resolution 03-07-05, amended Resolution

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

DEPARTMENT DIRECTOR	Purchasing	Human Relations	County Administration				Other	COUNTY ATTORNEY	COUNTY MANAGER
 8.14.03			<i>Cam 8/14/03</i>					 8/14/03	 8.14.03
			QA	OM	Risk	GC			
			<i>8/14/03</i>	<i>8/14/03</i>	<i>8/14/03</i>	<i>8/14/03</i>			

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty

Date: 8/14/03

Time: 11:09 AM

Forwarded To:

S:\NATRES\MARINE\WCIND General\FY04 Admin\04R112.doc

LEE COUNTY DIV. OF
 NATURAL RESOURCES

AUG 27 2003

RECEIVED

RECEIVED BY
 COUNTY ADMIN: *PM*

8/14 12:30

COUNTY ADMIN
 FORWARDED TO:

8/14 4:15



*Need pages
filled out*

LEE COUNTY DIV. OF
NATURAL RESOURCES

SEP 22 2003

RECEIVED

September 18, 2003

*City of
Bonita Springs*

9220 BONITA BEACH ROAD
SUITE 111
BONITA SPRINGS, FL 34135
Tel.: (239) 390-1000
FAX: (239) 390-1004
www.cityofbonitasprings.org

Paul D. Pass
Mayor

Wayne P. Edsall
Councilman
District One

Jay Arend
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John C. Warfield
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

~

Gary A. Price
City Manager

Audrey E. Vance
City Attorney

Chris Koepfer
Lee County Division of Natural Resources
P.O. Box 398
Fort Myers, Florida 33902-0398

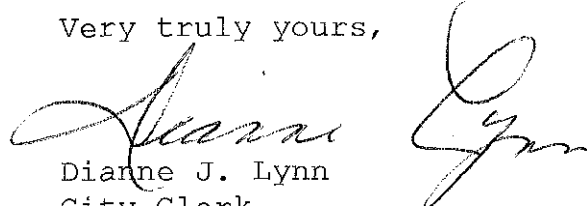
Re: Agreement, WCIND

Dear Mr. Koepfer:

Enclosed please find three originals of the above referenced Agreement, as approved by City Council on September 17, 2003. After fully executed by Lee County, please return one original to me for our files.

If you need anything further, or if I can be of further assistance, please feel free to call.

Very truly yours,


Dianne J. Lynn
City Clerk

DJL:dam
Enclosures

cc: Audrey E. Vance, City Attorney
Barbara Barnes-Buchanan, Assistant City Manager

Town of Fort Myers Beach

MICHELLE MAYHER
Executive Assistant



2523 Estero Boulevard Telephone 239-765-0202
Ft. Myers Beach, FL 33931 Facsimile 239-765-0909
E-mail: Michelle@fmbeach.org www.fmbeach.org
Voice Mail 239-765-0919, Ext. 114

Town of Fort Myers Beach

DAMON S. GRANT
Service Delivery Coordinator



2523 Estero Boulevard Telephone 941-765-0202
Ft. Myers Beach, FL 33931 Facsimile 941-765-0909
E-mail: damon@fmbeach.org www.fmbeach.org
Voice Mail 941-765-0919, Ext. 133

RESOLUTION

Amending the Budget of Capital Improvements-Fund 30100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2003-2004.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvements-Fund 30100 budget for \$202,279 of the unanticipated revenue from the WCIND and an appropriation of a like amount for construction costs and;

WHEREAS, the Capital Improvements-Fund 30100 budget shall be amended to include the following amounts which were previously not included.

		Estimated Revenues	
Prior Total:			\$86,670,862
Additions			
20291630100.337300.9003	WCIND	(900,000)	
20309430100.337300.9003	WCIND	400,000	
20309530100.337300.9003	WCIND	200,000	
20309630100.337300.9003	WCIND	80,000	
20309730100.337300.9003	WCIND	256,500	
20309830100.337300.9003	WCIND	50,000	
20309930100.337300.9003	WCIND	10,746	
20310030100.337300.9003	WCIND	10,625	
20310130100.337300.9003	WCIND	8,431	
20310230100.337300.9003	WCIND	10,625	
20310330100.337300.9003	WCIND	2,350	
20310430100.337300.9003	WCIND	17,250	
20310530100.337300.9003	WCIND	18,000	
20310630100.337300.9003	WCIND	15,000	
20310730100.337300.9003	WCIND	4,500	
20310830100.337300.9003	WCIND	3,652	
20310930100.337300.9003	WCIND	14,600	
Amended Total Estimated Revenues			\$86,873,141

		Appropriations	
Prior Total:			\$86,670,862
Additions			
20291630100.506540	Improvements Construction	(900,000)	
20309430100.506540	Improvements Construction	400,000	
20309530100.506540	Improvements Construction	200,000	
20309630100.506540	Improvements Construction	80,000	
20309730100.506540	Improvements Construction	256,500	
20309830100.506540	Improvements Construction	50,000	
20309930100.506540	Improvements Construction	10,746	
20310030100.506540	Improvements Construction	10,625	
20310130100.506540	Improvements Construction	8,431	
20310230100.506540	Improvements Construction	10,625	
20310330100.506540	Improvements Construction	2,350	
20310430100.506540	Improvements Construction	17,250	
20310530100.506540	Improvements Construction	18,000	
20310630100.506540	Improvements Construction	15,000	
20310730100.506540	Improvements Construction	4,500	
20310830100.506540	Improvements Construction	3,652	
20310930100.506540	Improvements Construction	14,600	
Amended Total Appropriations			\$86,873,141

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Capital Improvements-Fund 30100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2003.

Attest:
Charlie Green, Ex-Officio Clerk

Board of County Commissioners
Lee County, Florida

By: _____
Deputy Clerk

Chairman

Doc Type YA
Ledger Type BA

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

RESOLUTION NO. 03-08-53

A RESOLUTION BY THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS REQUESTING THE WEST COAST INLAND NAVIGATION DISTRICT (WCIND) AWARD \$1,131,546 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 FY04	\$400,000
2. Derelict Vessel Removal FY04	\$200,000
3. County Work Boat	\$80,000
4. Marine Law Enforcement FY04	\$256,500
5. Fort Myers Fire/Rescue	\$4,104
6. Upper Captiva Fire/Rescue	\$10,746
7. Fort Myers Shores Fire/Rescue	\$10,625
8. Matlacha/Pine Island Fire Control District	\$8,431
9. Iona-McGregor Fire District	\$10,625
10. Ft. Myers Power Squadron	\$2,350
11. Royal Palm Sailing Club-Boating Safety	\$17,250
12. Royal Palm Sailing Club-River Deep	\$18,000
13. Town of Fort Myers Beach-Buccaneer Lagoon signage	\$15,000
14. Sanibel-Captiva Audubon Society-Osprey coloring books	\$4,500
15. Sanibel-Captiva Audubon Society-Printing coloring books	\$3,652
16. Southwest Florida Watershed Council	\$25,163
17. Town of Fort Myers Beach - Mound House Kayak launch	\$14,600
18. Fish and Wildlife Service-Spoil Island Restoration	\$50,000

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 2004 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 26th day of August, 2003 by a vote of 5 to 0; the motion was made by Commissioner Albion, seconded by Commissioner Coy 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>AYE</u>
JOHN E. ALBION	<u>AYE</u>

ATTEST:
CHARLIE GREEN, CLERK

BY: Michelle S Cooper
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY,

Ray Judah
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 Royal Palm Sailing Club hereafter referred to as "Recipient", and is for implementation of the purchase of 10 sailing boats and equipment for training (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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$18000 during the

County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	Stephanie Webb
Title	Secretary / Project Mgr.
Company	Royal Palm Sailing Club
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 \$500 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 \$500 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, 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, 2004.

- 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 Webb
Type Name: Stephanie Webb
Title: _____
Address: _____

Ch. Kopf

Witness
Dennis L. Bayless

Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 9 day of SEPTEMBER, 2003, by Stephanie WEBB, who produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of SEPTEMBER 2003.



Joan Vervaecke
Notary Public
JOAN VERVAECKE
Printed Name of Notary Public

My Commission Expires: 9-27-03

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 \$500.00 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 \$500.00 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)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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 QUARTERLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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 Royal Palm Sailing Club hereafter referred to as "Recipient", and is for implementation of the purchase of 3 boats, motors and trailers (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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$17250 during the

County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	Stephanie Webb
Title	Secretary/Project Mgr.
Company	Royal Palm Sailing Club
Address	18356 Deep Passage Lane
City, State, Zip	Fr. 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 \$500 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 \$500 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, 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, 2004.

- 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: Stephanie Webb
Type Name: Stephanie Webb
Title: _____
Address: _____

Ch. Kopp

Witness
Donnie D. Bayless

Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 9 day of September, 2003, by STEPHANIE WEBB, who produced Personally Known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of September 2003



Joan Vervaecke
Notary Public
Joan VERVAECKE
Printed Name of Notary Public

My Commission Expires: 9-27-03

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 \$500.00 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 \$500.00 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)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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 QUARTERLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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.

2656

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 Buccaneer Lagoon signage creation and installation (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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$15000 during the County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	Marsha Segal-George
Title	Town Manager
Company	Town of Fort Myers Beach
Address	2523 Estero Boulevard
City, State, Zip	Fort Myers Beach, FL 33931
Phone	239 765 0202
Fax	239 765 0909
Email	Marsha@fmbeach.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 \$500 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 \$500 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, 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, 2004.

- 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: *Daniel Hughes*
Type Name: Daniel Hughes
Title: Mayor
Address: TOWN OF FORT MYERS BEACH
2523 Estero Boulevard
Fort Myers Beach, FL 33931

Michaela Nabe
Witness
Kathryn K...
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 16 day of OCTOBER, 2003, by DANIEL HUGHES, who produced Personally Known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of OCTOBER, 2003.

(SEAL)

Jill C Bitterman
Notary Public
JILL C BITTERMAN
Printed Name of Notary Public

My Commission Expires: 3/20/06



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

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 \$500.00 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 \$500.00 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 LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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)

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)

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

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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.

2657

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 purchase of kayaks and construction of launch at Mound House (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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$14600 during the County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	Corbett Torrence
Title	The Mound House Co-Director
Company	The Town of Fort Myers Beach
Address	2523 Estero Boulevard
City, State, Zip	Fort Myers Beach, FL 33931
Phone	(239) 765 0202 ; 239 765 0865
Fax	(239) 765 0909 ;
Email	moundhouse@fmbeach.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 \$500 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 \$500 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, 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, 2004.

- 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: *Daniel Hughes*
Type Name: Daniel Hughes
Title: Mayor
Address: TOWN OF FORT MYERS BEACH
2523 Estero Boulevard
Fort Myers Beach, FL 33931

Michelle Mayer
Witness

Kathleen Adams
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 16 day of OCTOBER, 2003, by DANIEL HUGHES, who produced PERSONALLY KNOWN as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of OCTOBER, 2003.

(SEAL)

Jill C Bitterman

Notary Public

Jill C Bitterman

Printed Name of Notary Public

My Commission Expires: 3/20/06



OFFICIAL SEAL

Jill C. Bitterman

DD# 101828

My Commission Expires March 20, 2006

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 \$500.00 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 \$500.00 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)

WEST COAST INLAND NAVIGATION DISTRICT
 WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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 QUARTERLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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.

2658

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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$3652 during the County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	CLAUDIA AURNS
Title	PROJECT MANAGER
Company	SANIBEL-CAPTIVA AUDUBON SOCIETY
Address	P.O. BOX 1215
City, State, Zip	SANIBEL, FL 33957
Phone	239/472-5133
Fax	—
Email	eshellart@hotmail.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 \$500 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 \$500 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, 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, 2004.

- 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-Cap Audubon
P.O. BOX 1215
Sanibel, FL 33957

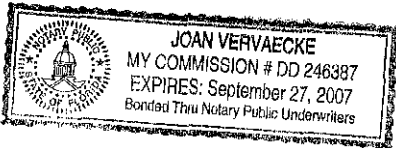
[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 10th day of September, 2003, by CLAUDIA BURNS, who produced Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of September 2003.

(SEAL)

[Signature]
Notary Public
Joan Vervaecke
Printed Name of Notary Public



My Commission Expires: 9-27-07

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 \$500.00 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 \$500.00 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)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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 QUARTERLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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.

2659

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 Osprey 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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$4500 during the County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	CLAUDIA BURNS
Title	PROJECT MANAGER
Company	SANIBEL-CAPTIVA AUDUBON SOCIETY
Address	P.O. BOX 1215
City, State, Zip	SANIBEL, FL 33957
Phone	239/472-5133
Fax	
Email	cshellart@hotmail.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 \$500 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 \$500 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, 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, 2004.

- 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-Cap Audubon
P.O. BOX 1215
SANIBEL, FL 33957

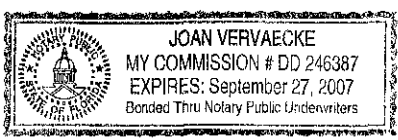
[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 10th day of September, 2003, by Claudia Burns, who produced DRIVERS License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of September, 2003.

(SEAL)

[Signature]
Notary Public
Joan VERVAECKE
Printed Name of Notary Public



My Commission Expires: 9.27.07

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 \$500.00 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 \$500.00 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)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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 QUARTERLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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 Iona-McGregor Fire District hereafter referred to as "Recipient", and is for implementation of the purchase of safe diving 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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$10625 during the County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	STEVE JUNTIKKA
Title	DEPUTY CHIEF
Company	IONA MCGREGOR FIRE DISTRICT
Address	6061 SOUTHPOINTE BLVD.
City, State, Zip	FORT MYERS, FL 33919
Phone	239-433-0660
Fax	239-425-9302
Email	SJUNTIKKA@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 \$500 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 \$500 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, 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, 2004.

- 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: STEVEN M. JUNTIKKA
Type Name: Steven M. Juntikka
Title: DEPUTY CHIEF
Address: 6061 SOUTH POINTE BLVD
FT. MYERS, FL 33919

Cynthia L. Boyer
Witness
Barbara Thompson
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 19th day of September 2003, by Steven M. Juntikka, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September 2003

(SEAL)

Joanne B. Collins
Notary Public
JOANNE B. COLLINS
Printed Name of Notary Public

My Commission Expires: 04/17/04



Joanne B. Collins
MY COMMISSION # CC920486 EXPIRES
April 17, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

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 \$500.00 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 \$500.00 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: IONA MCGREGOR PURCHASE OF SAFE DIVING EQUIPMENT.
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.

9-19-03
Date

[Signature]
Recipient

STATE OF Florida)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 19th day of September, 2003, by Steven M. Jantikka, who produced personally known as identification. WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 2003.

(SEAL)

[Signature]
Notary Public
Joanne B. Collins
Printed Name of Notary Public



Joanne B. Collins
MY COMMISSION # CC920486 EXPIRES
April 17, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission



Joanne B. Collins
MY COMMISSION # CC920486 EXPIRES
April 17, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6830)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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 QUARTERLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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.

2662

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 Shores Fire District hereafter referred to as "Recipient", and is for implementation of the purchase of boat, motor and trailer and 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 (hercafter "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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$10625 during the

County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	Doug McBeachie
Title	FIRE CHIEF
Company	FT. MYERS SHORES FIRE DIST
Address	12345 PALM BEACH BLVD
City, State, Zip	FT. MYERS FL 33905
Phone	239 694 2833
Fax	239 694 3355
Email	FMSFD CHIEF@DIRBEWAY.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 \$500 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 \$500 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, 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, 2004.

- 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.

- I. 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: Doug McBeachie
Type Name: Doug McBeachie
Title: FIRE CHIEF
Address: 12345 Palm Beach Blvd
Ft. Myers FL 33905

[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 10th day of September 2003, by Doug McBeachie, who produced Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of September 2003

(SEAL)

[Signature]
Notary Public
JOAN VERVAECKE
Printed Name of Notary Public



My Commission Expires: 9-27-07

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 \$500.00 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 \$500.00 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: FT. MYERS SHORES FIRE DIST RESCUE BOAT & EQUIP
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.

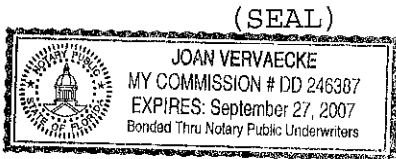
9/10/03
Date

Doug McGeachie
Recipient

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 10th day of SEPTEMBER, 2003, by DOUG McGeachie, who produced DRIVERS License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of September, 2003.



Joan Vervaecke
Notary Public
Joan VERVAECKE
Printed Name of Notary Public

My Commission Expires: 9-27-07

DATE 9-10-03

ACCEPTED BY COUNTY
LIAISON AGENT:

Ch. Kuff

(6830)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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 QUARTERLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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.

2663

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 Matlacha-Pine Island Fire Control District hereafter referred to as "Recipient", and is for implementation of the purchase of equipment to update existing vessel (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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$8431 during the County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	JOSEPH MARZELLA
Title	DEPUTY CHIEF
Company	MATLACHA PINE ISLAND FIRE
Address	5700 PINE ISLAND RD.
City, State, Zip	BOKEELIA, FL 33922
Phone	239-283-0030
Fax	239-283-3313
Email	DEPCHIEF@PINEISLANDFIRE.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 \$500 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 \$500 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, 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, 2004.

- 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: Joseph A. Marzella
Type Name: Joseph A. MARZELLA
Title: Deputy Chief
Address: 5700 Pine Island Rd.
BOKEELIA, FL 33972

[Signature]
Witness
Claudia Burns
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 10th day of September, 2003 by JOSEPH MARZELLA, who produced D.L. 11624-481-60-042-D as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of Sept, 2003



Elin M. Clemons
Notary Public
ELIN M. CLEMONS
Printed Name of Notary Public

Commission Expires: 4/28/07

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 \$500.00 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 \$500.00 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: MATLACHA PINE ISLAND FIRE

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.

9-10-03
Date

Joseph H. Mayall
Recipient

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 10th day of September, 20 03, by JOSEPH HARRZELLA, who produced D.C. H624-481-60-042-0 as identification. WITNESS my hand and official seal in the County and State last aforesaid this 10th day of September, 20 03.



Elin M. Clemons
Notary Public
ELIN M. CLEMONS
Printed Name of Notary Public

My Commission Expires: 4/28/07

DATE
(6830)

ACCEPTED BY COUNTY
LIAISON AGENT:
Ch. [Signature]

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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 QUARTERLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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.

2664

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 Upper Captiva Fire/Rescue hereafter referred to as "Recipient", and is for implementation of the purchase of boat, motor and trailer and 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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$10746 during the County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	Tim Higgins
Title	Assistant Fire Chief
Company	Upper Captiva Fire + Rescue
Address	P.O. Box 322
City, State, Zip	Riveland, FLA 33945
Phone	239 472-8899
Fax	239 472-1582
Email	UpperCapFD@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 \$500 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 \$500 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, 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, 2004.

- 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

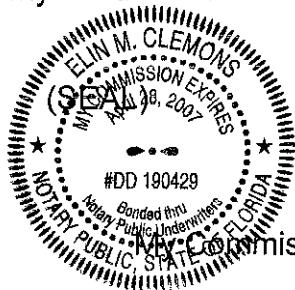
FOR THE RECIPIENT:

By: Tim Higgins
Type Name: TIM HIGGINS
Title: Assistant Fire Chief
Address: P.O. Box 322
Pineland FLA
33945

[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 10th day of September, 2003, by TIMOTHY HIGGINS, who produced DL. H252-800-58-219-0 as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of Sept, 2003



Elin M. Clemons
Notary Public
ELIN M. CLEMONS
Printed Name of Notary Public

Commission Expires: 4/28/07

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 \$500.00 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 \$500.00 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.

Sept 10, 2003
Date

Tim Higgins
Recipient

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 10th day of Sept, 2003, by Timothy Higgins, who produced DL H252-800-58-219-0 as identification. WITNESS my hand and official seal in the County and State last aforesaid this 10th day of September, 2003.



Elin M. Clemons
Notary Public
Elin M. Clemons
Printed Name of Notary Public

My Commission Expires: 4/28/07

DATE
(6830)

ACCEPTED BY COUNTY
LIAISON AGENT:
Ch. Kelly

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

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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 City of Bonita Springs hereafter referred to as "Recipient", and is for implementation of the services, materials, and equipment to provide for marine 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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$35000 during the County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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. 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	Barbara Barnes-Buchanan
Title	Asst. City Manager
Company	City of Bonita Springs
Address	9220 Bonita Beach Rd. Suite 111
City, State, Zip	Bonita Springs, Fl. 34135
Phone	239-390-1080
Fax	239-390-1004
Email	barbara.barnes-buchanan@cityofbonitasprings.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 \$500 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 \$500 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, 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, 2004.

- 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.

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: Paul D. Pass
Title: Mayor
Address: 9250 Bonita Beach Rd.
Suite 111
Bonita Springs, FL
34135

[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 18th day of Sept., 2003 by Paul D. Pass, who produced is personally known to me as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of Sept., 2003

(SEAL)

[Signature]
Notary Public
Debra A. Muchler
Printed Name of Notary Public

My Commission Expires: _____

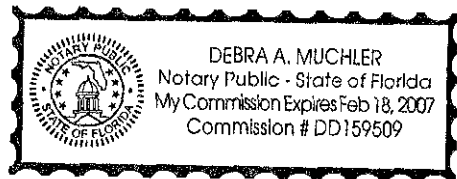


EXHIBIT "A"

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 \$500.00 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 \$500.00 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)

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

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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 City of Cape Coral hereafter referred to as "Recipient", and is for implementation of the services, materials, and equipment to provide for marine 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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$84000 during the

County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	Todd Everly
Title	Captain, Special Svcs. Bureau Cmdr.
Company	Cape Coral Police Dept.
Address	815 NICHOLAS Pky
City, State, Zip	CAPE CORAL, FL 33990
Phone	574-0685
Fax	574-0627
Email	teverly@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:
- 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 \$500 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 \$500 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, 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, 2004.

- 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.

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
Title: CITY MANAGER
Address: 1015 CULTURAL PK. BL.
CAPE CORAL, FL 33990

Susan H. Whitley
Witness
Charlie Green
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 10th day of OCTOBER, 2005, by TERRANCE STEWART, who produced 15 PERSONALLY KNOWN TO ME as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of OCT, 2005

(SEAL)

Susan H. Whitley
Notary Public
SUSAN H. WHITLEY
Printed Name of Notary Public

My Commission Expires:



Susan H. Whitley
Commission # DD096318
Expires Feb. 28, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

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 \$500.00 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 \$500.00 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)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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 QUARTERLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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.

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- 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.
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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.
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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.

SEP 12 2003

RECEIVED

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 Ft. Myers Beach hereafter referred to as "Recipient", and is for implementation of the services, materials, and equipment to provide for marine 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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$25000 during the

County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	DAMON GRANT
Title	PUBLIC WORKS DIRECTOR
Company	TOWN OF FORT MYERS BEACH
Address	2523 ESTERO BOULEVARD
City, State, Zip	FORT MYERS BEACH, FL 33931
Phone	(239) 765-0202
Fax	(239) 765-0909
Email	damon@fmbeach.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 \$500 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 \$500 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, 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, 2004.

- 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.

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: *Marsha Segal-George*
Type Name: MARSHA SEGAL-GEORGE
Title: TOWN MANAGER
Address: TOWN OF FORT MYERS BEACH
2523 ESTERO BOULEVARD
FORT MYERS BEACH, FL 33931

Michelle Mayher
Witness
Tom King
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 11 day of SEPT, 2003, by Marsha Segal-George, who produced Personally Known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of SEPT, 2003.



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

Jill C Bitterman
Notary Public
Jill C Bitterman
Printed Name of Notary Public

My 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 \$500.00 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 \$500.00 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)

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

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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.

2668

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 Fort Myers Police Dept. hereafter referred to as "Recipient", and is for implementation of the services, materials, and equipment to provide for marine 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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$28500 during the County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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. 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	Lt. Brian Phillips
Title	Project Director
Company	Fort Myers Police Department
Address	2210 Peck Street
City, State, Zip	Fort Myers, Florida 33901
Phone	239-338-2259
Fax	239-461-2672
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:
- 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 \$500 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 \$500 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, 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, 2004.

- 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:

CITY OF FORT MYERS

By: *Jim Humphrey*
Type/Name: Jim Humphrey
Title: Mayor
Address: Post Office Drawer 2217
Fort Myers, FL 33902

ATTEST:
Marie Adams
Marie Adams, ~~Witness~~ CMC, City Clerk

Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 21st day of October, 2003, by Jim Humphrey, Mayor who ~~produced~~ is personally known to me ~~as identification~~.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of October, 2003.

(SEAL)

Marilyn M Fernley
Notary Public

Printed Name of Notary Public

My Commission Expires: _____

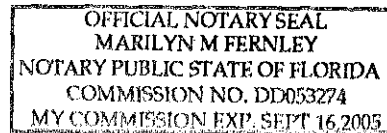


EXHIBIT "A"

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 \$500.00 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 \$500.00 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 LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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)

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)

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

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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.

2669

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 Lee County Sheriff's Office hereafter referred to as "Recipient", and is for implementation of the services, materials, and equipment to provide for marine 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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$84000 during the County's fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.
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	Gene F. Sims
Title	Captain, Special Operations Division
Company	Lee County Sheriff's Office
Address	14750 Six Mile Cypress Parkway
City, State, Zip	Fort Myers, Florida 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 \$500 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 \$500 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, 2004, 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, 2004.

- 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

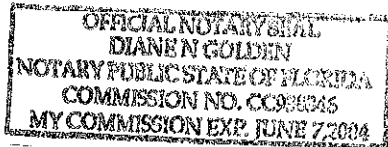
FOR THE RECIPIENT:

By: *Rodney Shoap*
Type Name: Rodney Shoap
Title: Sheriff, Lee County
Address: 14750 Six Mile Cypress Parkway
Fort Myers FL 33912

[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 4th day of November, 2003, by Rodney Shoap, who produced is personally known to me as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of November, 2003.



(SEAL)

Diane N. Golden
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 \$500.00 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 \$500.00 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.

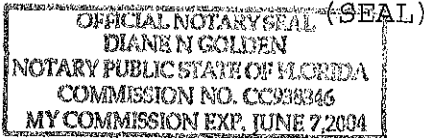
November 4, 2003
Date

[Signature]
Recipient

STATE OF Florida)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 4th day of November, 2003, by Rodney Shoap, who produced is personally known to me as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of November, 2003.



[Signature]
Notary Public

Printed Name of Notary Public

My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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.

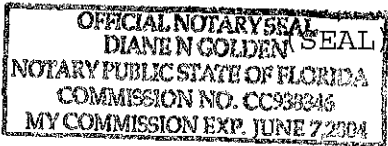
November 4, 2003
Date

[Signature]
Recipient

STATE OF Florida)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 4th day of November, 2003, by Rodney Shoop, who produced id personally known to me as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of November, 2003.



[Signature]
Notary Public

Printed Name of Notary Public
My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

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

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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.

2670

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 Fort Myers Power Squadron hereafter referred to as "Recipient", and is for implementation of the boater education 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 August 26, 2003 adopted Resolution No. 03-08-53 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. 03-08-53 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$2350 during the County's

fiscal 2003-2004 year. No reimbursement shall be made for expenses made prior to October 1, 2003.

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	GRANT WRITER
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 \$500 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 \$500 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, 2004, 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.

- I. 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: Ronald E Rohrs
Type Name: RONALD E. ROHRS
Title: COMMANDER
Address: FORT MYERS POWER SQUADRON
3145 ROYALSTON AVE
FORT MYERS, FL 33902

[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 1st day of Oct, 2003, by Ronald E Rohrs who produced F.L. Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of Oct, 2003

(SEAL)

Annette M Dalley
Notary Public
ANNETTE M DALLEY
Printed Name of Notary Public



Annette M. Dalley
MY COMMISSION # CC958545 EXPIRES
August 3, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires: Aug 3, 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 \$500.00 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 \$500.00 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: BOATER EDUCATION EQUIPMENT
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.

Oct 1, 2003
Date

Ronald E. Polra, SD
Recipient

STATE OF Florida)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 1st day of October, 2003, by Ronald E. Polra, who produced FL DL License as identification. WITNESS my hand and official seal in the County and State last aforesaid this 1st day of October, 2003.

(SEAL)



Annette M. Dalley
MY COMMISSION # CC958545 EXPIRES
August 3, 2004
BONDED THRU TROY FAIN INSURANCE, INC

Annette M. Dalley
Notary Public
Annette M. Dalley
Printed Name of Notary Public

My Commission Expires: Aug 3, 2004

DATE

10-1-03
(6830)

ACCEPTED BY COUNTY
LIAISON AGENT:
[Signature]

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

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 QUARTERLY REPORT**

AGENCY: _____

Today's Date: _____

Reporting Quarter: _____

Reporting Year: _____

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.