

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

Blue Sheet No. 20061425

1. ACTION REQUESTED/PURPOSE:

Approve Budget Amendment Resolution to fund 18 FY06/07 WCIND projects totaling \$1,007,225.00. Execute subgrant agreements with local governments, non-profit organizations, and various Lee County Law Enforcement agencies to implement 12 FY06/07 WCIND projects totaling \$463,895.00 via 12 individual subgrants.

2. WHAT ACTION ACCOMPLISHES:

Formalizes duties and responsibilities of Lee County and subgrantees in implementing WCIND funded projects. Establishes projects and account strings. Authorizes Commission Chairman to sign all agreements pertaining to the 06-07 WCIND Waterway Development Program.

3. MANAGEMENT RECOMMENDATION:

Staff recommends approval.

4. Departmental Category: 08

C88

5. Meeting Date:

NOV 07 2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other
- Grant Agreements

8. Request Initiated:

Commissioner _____
 Department Public Works
 Division Natural Resources
 By: **Roland E. Ottolini, P.E.**

[Signature]

9. Background:

The Lee County Board of County Commissioners approved the project priority list and funding applications to WCIND via Resolution 06-08-40 under Blue Sheet No. 20061034, 8/22/06 (see copy attached). These projects are to be implemented directly by Lee County and WCIND and total \$1,007,225. 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 30, 2006, 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 FY06-07 project.

All Subgrant Agreements have been executed by the subgrant agencies prior to final County execution. The projects for Lee County do not require a subgrant agreement.

The budget amendment will establish new projects for each new WCIND project, including County implemented projects. Funds will be available in various accounts as stated on the attached resolution.

Attachments: BS 20061034 and Res. 06-08-40, Project List and Budget Resolution.

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> 10-20-06	<i>[Signature]</i>			<i>[Signature]</i> 10/24/06	<i>[Signature]</i> 10-26-06	<i>[Signature]</i> 10/26/06	<i>[Signature]</i> 10/26/06	<i>[Signature]</i> 10/26/06	<i>[Signature]</i> 10-20-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
 10/25/06
 10:30 AM
 COUNTY ADMIN FORWARDED TO:
 10/24/06
 11:45

Rec. by CoAtty
 Date: 10/24/06
 Time: 1:15 PM
 Forwarded To:
 10/25/06
 10:00 AM

RESOLUTION #

Amending the Budget of General Fund 00100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2006-2007.

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 General Fund 00100 budget for \$107,225 of the unanticipated revenue from the WCIND and an appropriation of a like amount for construction costs and;

WHEREAS, the General Fund 00100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$572,932,657
Additions		
40291600100.337300.9003	WCIND	(900,000)
40313500100.337300.9003	WCIND	405,000
40315200100.337300.9003	WCIND	6,000
40315300100.337300.9003	WCIND	6,330
40314000100.337300.9003	WCIND	6,000
40314100100.337300.9003	WCIND	1,175
40312000100.337300.9003	WCIND	10,300
40314600100.337300.9003	WCIND	35,420
40314700100.337300.9003	WCIND	200,000
40314900100.337300.9003	WCIND	250,000
40315100100.337300.9003	WCIND	87,000
Amended Total Estimated Revenues		\$573,039,882

APPROPRIATIONS		
Prior Total:		\$572,932,657
Additions		
40291600100.503490	Other Contracted Services	(900,000)
40313500100.503490	Other Contracted Services	405,000
40315200100.503490	Other Contracted Services	6,000
40315300100.503490	Other Contracted Services	6,330
40314000100.503490	Other Contracted Services	6,000
40314100100.503490	Other Contracted Services	1,175
40312000100.503490	Other Contracted Services	10,300
40314600100.503490	Other Contracted Services	35,420
40314700100.503490	Other Contracted Services	200,000
40314900100.503490	Other Contracted Services	250,000
40315100100.503490	Other Contracted Services	87,000
Amended Total Appropriations		\$573,039,882

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund 00100 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 _____, 2006.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

DOC TYPE YA
LEDGER TYPE BA

OFFICE OF COUNTY ATTORNEY

WCIND PROJECTS FY 06-07					
WCIND ID#					
	PROJECT	FUNDING AWARD	SUBGRANT AGREEMENT	ACCOUNT STRING NEEDED	COMMENTS
L-239	Marine Enforcement FY06-07		N	Y	UMBRELLA PROJECT FOR ALL LAW ENFORCEMENT PROJECTS
L-239	Cape Coral PD Marine Enforcement	\$112,000.00	Y	N	Special marine enforcement
L-239	Fort Myers PD Marine Enforcement	\$80,000.00	Y	N	Special marine enforcement
L-239	Sanibel Marine Enforcement	\$50,000.00	Y	N	Special marine enforcement
L-239	Sheriff Marine Enforcement	\$101,000.00	Y	N	Special marine enforcement
L-239	FMB Marine Enforcement	\$32,000.00	Y	N	Special marine enforcement
L-239	Bonita Springs Marine Enforcement	\$30,000.00	Y	N	Special marine enforcement
L-245	CROW-coloring books	\$6,000.00	Y	Y	
L-246	Turtle Time-web enable CD-rom	\$6,000.00	Y	Y	
L-242	San-cap Power Squadron-comp, projector	\$1,175.00	Y	Y	
L-241	Iona-McGregor Fire District	\$10,300.00	Y	Y	
L-247	Royal Palm Sailing Club-What's luffed?:Lasers	\$17,985.00	Y	Y	
L-248	Royal Palm Sailing Club-Kayaks for Kids	\$17,435.00	Y	Y	
	SUBTOTAL	\$463,895.00			
	LEE COUNTY REQUESTS				
L-236	Navigation Improvements FY06	\$ 200,000.00	N	Y	
L-237	DV Removal	\$ 250,000.00	N	Y	
L-238	Law Enforcement coordination	\$17,000.00	N	Y	
L-240	MLE Deputy position	\$70,000.00	N	Y	
	SUBTOTAL	\$ 537,000.00			
L-243	Lee County Parks and Rec.	\$1,330.00	N	Y	Internal County Project - does not require subgrant
L-244	Lee County Parks and Rec.-manatee coloring/activity book	\$5,000.00	N	Y	Internal County Project - does not require subgrant
	TOTAL	\$ 1,007,225.00			

DNR

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20061034

1. ACTION REQUESTED/PURPOSE:

Approve attached Resolution, totaling \$1,007,225, to the West Coast Inland Navigation District (WCIND) requesting funding for FY06/07 for the projects listed in priority order, as a replacement to previously approved Resolution 06-05-46.

2. WHAT ACTION ACCOMPLISHES:

WCIND rules require a resolution requesting grant funding.

3. MANAGEMENT RECOMMENDATION:

Staff recommends approval.

4. Departmental Category: 8

CSA

5. Meeting Date:

8-22-2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other Grant req. 66A-2 FAC

8. Request Initiated:

Commissioner _____
 Department _____
 Division Natural Resources
 By: Roland Ottolini, Division Director

9. Background:

On 5/30/06, the BOCC approved Resolution 06-05-46 for funding from the WCIND in the amount of \$937, 225. Subsequent to that approval, WCIND notified the County that revenues for the upcoming Fiscal Year were in excess of our estimated planning totals. This revenue increase increased the allowable cap on Marine Law Enforcement, by Rule capped at 25% of total revenue. With this new available funding, County staff will formulate an agreement between the County and the Sheriff's office to hire an additional Marine Deputy. This deputy's primary responsibility would be to enforce LC Administrative Code 7-10 (Abandoned vessel removal), Federal, State and Local vessel regulations, State and Federal fisheries rules at County artificial reef sites and other locations, and other marine resource protection regulations.

In order to accommodate this additional project, a new Resolution has been created to reflect the changes. Upon execution, this Resolution will replace Res. 06-05-46, executed at the May 30, 2006 BOCC meeting, and will be forwarded up to WCIND offices.

This Resolution contains the new, prioritized list of project requests. Projects were considered based on Lee County needs, municipal and non-profit agency requests. This project list totals \$1,007,225.

No funds are required for this request. A budget amendment resolution will be prepared and submitted for approval when grant funding is awarded. Any successful projects will also be governed by formal agreements between Lee County and WCIND. As before, sub-grantees will be required to enter into an Agreement with Lee County after contracts are signed with WCIND.

Attachment: Resolution, Application for new project

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
J. J. J. 8-24-06	N/A			[Signature]	8/28/06	8/28/06	8/29/06		J. J. J. 8-24-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN. [Signature]
 8-7-06 9:25 AM
 COUNTY ADMIN
 FORWARDED TO: [Signature]

Rec. by CoAtty
 Date: 8/7/06
 Time: 4:00
 Forwarded To:
 8-7-06

RESOLUTION NO. 06-08-40

A RESOLUTION BY THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS REQUESTING THE WEST COAST INLAND NAVIGATION DISTRICT (WCIND) AWARD \$1,007,225 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 FY07	\$200,000
2. Derelict Vessel Removal FY07	\$250,000
3. Marine Law Enforcement Coordination	\$17,000
4. Marine Law Enforcement FY07	\$405,000
5. Marine Deputy Position	\$70,000
6. Iona-McGregor Fire District	\$10,300
7. Sanibel-Captiva Power Squadron	\$1,175
8. Lee County Parks and Recreation – Boaters Guide Kiosks	\$1,330
9. Lee County Parks and Recreation – printing education material	\$5,000
10. C.R.O.W. Coloring books	\$6,000
11. Turtle Time – Web enable CD-Rom	\$6,000
12. Royal Palm Sailing Club - Lasers	\$17,985
13. Royal Palm Sailing Club – Kayaks for Kids	\$17,435

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 2007 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 22nd day of August, 2006 by a vote of 5 to 0; the motion was made by Janes, seconded by Albion 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>
TAMMY HALL	<u>Aye</u>
JOHN E. ALBION	<u>Aye</u>

ATTEST:
CHARLIE GREEN, CLERK

BY: 
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY,


CHAIRMAN

APPROVED AS TO FORM

BY: 
ASST. COUNTY ATTORNEY

C8a
8-22-06

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and City of Sanibel hereafter referred to as "Recipient", and is for implementation of the 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 22, 2006 adopted Resolution No. 06-08-40 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. 06-08-40 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$50000 during the County's fiscal 2006-2007 year. No reimbursement shall be made for expenses made prior to October 1, 2006.

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	Bill Tomlinson
Title	Chief
Company	Sanibel P.D.
Address	800 Dunlop Rd
City, State, Zip	Sanibel Fl. 33957
Phone	472.3111
Fax	472.6555
Email	bill. ham tomlinson@mysanibel.com

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

4. The County and the Recipient agree, covenant, and warrant as follows:
- a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$2000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$2000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2007, 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, 2007.

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

pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

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

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

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: _____
Type Name: Judith A. Zimomra
Title: City Manager
Address: 800 Dunlop Rd.
Sanibel, Fl. 33957

[Signature]
City Clerk
Witness

FINANCIAL SUFFICIENCY APPROVED
Renee M. Lynch 9/11/06
Renee M. Lynch, FINANCE DIRECTOR

^{Witness}
APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 29th day of September, 2006, by JUDITH A. ZIMOMRA, who produced PERSONALLY KNOWN as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of Sept, 2006.

(SEAL)

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



Julia K. Guernsey
Commission # DD451786
Expires September 10, 2009
Bonded Troy Pain - Insurance, Inc 860-385-7019

My Commission Expires: _____

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

B. When original or replacement assets or equipment acquired in whole or in part under a WCIND grant are [a] sold (except as authorized in the preceding paragraph); [b] no longer available for use in a WCIND-sponsored program; [c] used for purposes not authorized by WCIND; or [d] no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$2000.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$2000.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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 _____

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 25% 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 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 22, 2006 adopted Resolution No. 06-08-40 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. 06-08-40 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$80000 during the County's fiscal 2006-2007 year. No reimbursement shall be made for expenses made prior to October 1, 2006.

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. Michael Maurer
Title	Project Director
Company	Fort Myers Police Department
Address	2210 Peck Street
City, State, Zip	Fort Myers, Florida 33901
Phone	239-332-6147
Fax	239-461-2672
Email	mmaurer@fmpolice.com

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

4. The County and the Recipient agree, covenant, and warrant as follows:
 - a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$2000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$2000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2007, 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, 2007.

- 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: *Anthony L. Shoemaker*
Type Name: Anthony L. Shoemaker
Title: City Manager
Address: 2200 Second Street
Fort Myers, Florida
33902

Attest:
Marie Adams
~~Witness~~ City Clerk

Witness

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

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

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

B. When original or replacement assets or equipment acquired in whole or in part under a WCIND grant are [a] sold (except as authorized in the preceding paragraph); [b] no longer available for use in a WCIND-sponsored program; [c] used for purposes not authorized by WCIND; or [d] no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$2000.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$2000.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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 _____

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 25% 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", C.R.O.W. 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 22, 2006 adopted Resolution No. 06-08-40 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. 06-08-40 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$6000 during the County's fiscal 2006-2007 year. No reimbursement shall be made for expenses made prior to October 1, 2006.

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	C.R.O.W.
Address	POB 957
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 \$2000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$2000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2007, 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, 2007.

- 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: C.R.O.W.
POB 957
SANIBEL, FL 33957

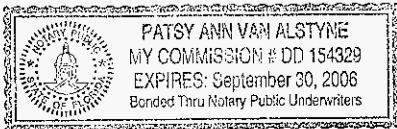
Patsy Ann Van Alstyne
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 25th day of Sept., 2006, by Claudia Burns, who produced FL DL as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of Sept., 2006.

(SEAL)

Patsy Ann Van Alstyne
Notary Public
Patsy Ann VAN ALSTYNE
Printed Name of Notary Public



My Commission Expires: Sept. 30, 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 \$2000.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$2000.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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)

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 25% 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 Floating boat lift (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 22, 2006 adopted Resolution No. 06-08-40 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. 06-08-40 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$10,300 during the County's fiscal 2006-2007 year. No reimbursement shall be made for expenses made prior to October 1, 2006.

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	JOHN KLINGERMAN
Title	DIVISION CHIEF - SUPPORT SERVICES
Company	IONA MCGREGOR FIRE DISTRICT
Address	6061 SOUTH POINTE BLVD.
City, State, Zip	FORT MYERS, FL 33919
Phone	433-0660
Fax	425-9301
Email	KLINGERMAN@IONAFIRE.COM

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

4. The County and the Recipient agree, covenant, and warrant as follows:
 - a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$2000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$2000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2007, 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, 2007.

- 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: *John Klingerman*
Type Name: JOHN KLINGERMAN
Title: DIVISION CHIEF, SUPPORT SERV.
Address: 6061 SOUTH POINTE BLVD.
FT. MYERS, FL 33919

Donna Keaton
Witness
Angela
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 3rd day of October, 2006, by John Klingerman, who produced Personally Known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day of Oct. 13, 2006.



Notary Public *Joanne B. Collins*

Printed Name of Notary Public
JOANNE B. COLLINS

My Commission Expires: April 17, 2008

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

B. When original or replacement assets or equipment acquired in whole or in part under a WCIND grant are [a] sold (except as authorized in the preceding paragraph); [b] no longer available for use in a WCIND-sponsored program; [c] used for purposes not authorized by WCIND; or [d] no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$2000.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$2000.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

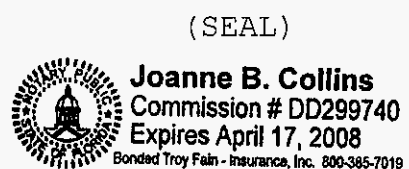
PROJECT: FLOATING BOAT LIFT
COUNTY: LEE PROJECT NO: L-241

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.

10-3-06 Date Jah K... Recipient

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 3rd day of October, 2006, by Jah K..., who produced personally known as identification. WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of October, 2006.



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

My Commission Expires: April 17, 2008

DATE ACCEPTED BY COUNTY
LIAISON AGENT:

(6830)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: FLOATING BOAT LIFT

COUNTY: LEE

PROJECT NO: L-241

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)

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 25% 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 22, 2006 adopted Resolution No. 06-08-40 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. 06-08-40 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$112,000 during the County's fiscal 2006-2007 year. No reimbursement shall be made for expenses made prior to October 1, 2006.

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 Labair
Title	Sergeant, CCPD Marine Unit
Company	City of Cape Coral
Address	PO Box 150027
City, State, Zip	Cape Coral, Florida 33915-0027
Phone	239-549-9900
Fax	239-549-9920
Email	TLabair@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 \$2000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$2000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2007, 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, 2007.

- 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: Eric Feichthaler
Type Name: Eric Feichthaler
Title: Mayor
Address: 1015 Cultural Park Blvd.
Cape Coral, FL 33990

Evelyn Kay Arrowood-Molle
Witness
Brynnne Hickman
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 20th day of September 2006, by Eric P. Feichthaler, who produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of September 2006

NOTARY PUBLIC-STATE OF FLORIDA (SEAL)
Evelyn Kay Arrowood-Molle
Commission # DD577505
Expires: SEP 04, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Evelyn Kay Arrowood-Molle
Notary Public

Printed Name of Notary Public

My Commission Expires: 9-4-2010

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

B. When original or replacement assets or equipment acquired in whole or in part under a WCIND grant are [a] sold (except as authorized in the preceding paragraph); [b] no longer available for use in a WCIND-sponsored program; [c] used for purposes not authorized by WCIND; or [d] no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$2000.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$2000.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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 _____

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 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and non-boaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and Town of Fort Myers Beach hereafter referred to as "Recipient", and is for implementation of the 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 22, 2006 adopted Resolution No. 06-08-40 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. 06-08-40 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$32000 during the County's fiscal 2006-2007 year. No reimbursement shall be made for expenses made prior to October 1, 2006.

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	Jack Green
Title	Public Works Director
Company	Town of FMB
Address	2523 Estero Blvd.
City, State, Zip	FMB, FL. 33931
Phone	765.0202
Fax	765.0909
Email	jack@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 \$2000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$2000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2007, 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, 2007.

- 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: *Rachel Lambert*
Type Name: Rachel Lambert
Title: Town Manager
Address: 2523 Estero
Ft. Myers Beach, FL 33931

Evelyn Wick
Witness
Julie K. Brown
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 18th day of September, 2006, by RACHEL LAMBERT, who produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of Sept, 2006

(SEAL)

Lois A. Poff
Notary Public
LOIS A. POFF
Printed Name of Notary Public

My Commission Expires: 7/12/2009



LOIS A. POFF
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD450227
EXPIRES 7/12/2009
BONDED THRU 1-888-NOTARY1

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

B. When original or replacement assets or equipment acquired in whole or in part under a WCIND grant are [a] sold (except as authorized in the preceding paragraph); [b] no longer available for use in a WCIND-sponsored program; [c] used for purposes not authorized by WCIND; or [d] no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Disposition of assets must be approved in writing by Lee County prior to disposition.

2. Assets or items of equipment with a current per-unit fair market value of less than \$2000.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.

3. Assets or items of equipment with a current per-unit fair market value in excess of \$2000.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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 _____

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 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and non-boaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and Sanibel-Captiva Power Squadron hereafter referred to as "Recipient", and is for implementation of the Education classes AV 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 22, 2006 adopted Resolution No. 06-08-40 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. 06-08-40 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$1175 during the County's fiscal 2006-2007 year. No reimbursement shall be made for expenses made prior to October 1, 2006.

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

and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:

- i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.

- g. (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.

- h. (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
 - i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$2,000 or greater that WCIND funds were used to produce

- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

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

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

Name	JAMES W. STRIMONS
Title	D/LT
Company	SEWIBEL-CAPTIVA Power Squad,
Address	2459 HARBOUR LAKE
City, State, Zip	SANIBEL, FL. 33957
Phone	239-395-1856
Fax	239-395-7656
Email	CHNGSNATTITUPES@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 \$2000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$2000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2007, 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, 2007.

- 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: [Signature]
Type Name: JAMES H. STROTHERS
Title: D/LT
Address: 2459 WARBOW LANE
SAVIBEL, FL. 33957

[Signature]
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 12th day of September, 2006, by James H. Stothers, who produced FL Drivers license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day of 9/12, 2006

(SEAL)



[Signature]
Notary Public
Deborah J. Smith
Printed Name of Notary Public

My Commission Expires: 9/14/08

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

B. When original or replacement assets or equipment acquired in whole or in part under a WCIND grant are [a] sold (except as authorized in the preceding paragraph); [b] no longer available for use in a WCIND-sponsored program; [c] used for purposes not authorized by WCIND; or [d] no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Disposition of assets must be approved in writing by Lee County prior to disposition.

2. Assets or items of equipment with a current per-unit fair market value of less than \$2000.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.

3. Assets or items of equipment with a current per-unit fair market value in excess of \$2000.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: EDUCATIONAL AV EQUIPMENT

COUNTY: LEE

PROJECT NO: L-242

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.

9-12-06

Date

[Signature]
Recipient

STATE OF Florida)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 12th day of September, 2006, by James H. Strothers, who produced FL Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of September, 2006.

(SEAL)



Deborah J. Smith
Commission # DD352811
Expires September 14, 2008
Bonded Troy Fain - Insurance, Inc. 800-365-7019

[Signature]
Notary Public
Deborah J. Smith
Printed Name of Notary Public
My Commission Expires: 9/14/08

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6830)

[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)

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 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and non-boaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation.

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and Turtle Time hereafter referred to as "Recipient", and is for implementation of the Web-enabling of CD-Rom (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 22, 2006 adopted Resolution No. 06-08-40 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. 06-08-40 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$6000 during the County's fiscal 2006-2007 year. No reimbursement shall be made for expenses made prior to October 1, 2006.

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	Eve M. Haverfield
Title	Director
Company	Turtle Time, Inc.
Address	3627 Heritage Lane
City, State, Zip	Fort Myers, Florida 33908
Phone	(239) 481-5566
Fax	(239) 481-5397
Email	carettal@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 \$2000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$2000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2007, 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, 2007.

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

pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

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

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

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:

By: Eve M. Haverfield
Type Name: Eve M. Haverfield
Title: Director
Address: 3627 Heritage Lane
Fort Myers, FL 33908

Jacqueline B. Burkham
Witness
Claire B. Boyer
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 18th day of Sept., 2006 by Eve M. Haverfield, who produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of Sept., 2006.

(SEAL)

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



Debra A Cooley
My Commission DD197835
Expires May 06, 2007

My Commission Expires: 5/6/07

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 \$2000.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$2000.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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)

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 25% 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 Bonita Springs Marine Enforcement 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 22, 2006 adopted Resolution No. 06-08-40 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. 06-08-40 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$30000 during the County's fiscal 2006-2007 year. No reimbursement shall be made for expenses made prior to October 1, 2006.

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	Barbara Barnes-Buchanan
Title	Assistant City Manager
Company	City of Bonita Springs
Address	9101 Bonita Beach Road
City, State, Zip	Bonita Springs, FL 34135
Phone	(239) 949-6235
Fax	(239) 949-6239
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 \$2000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$2000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2007, 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, 2007.

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

pursuant to this Agreement without regard to whether such funds have already been expended or encumbered by the Recipient.

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

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

FOR THE COUNTY:

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

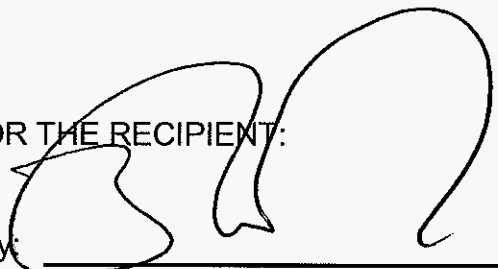
BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN


APPROVED AS TO LEGAL FORM
AND SUFFICIENCY


BY: _____
LEE COUNTY ATTORNEY'S OFFICE

FOR THE RECIPIENT:



By: _____
Type Name: Ben Nelson
Title: Deputy Mayor
Address: City of Bonita Springs
Bonita Springs, FL 34135



Witness


Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 7th day of Sept, 2006 by Ben Nelson, Deputy Mayor, who produced is personally know to me as identification.
WITNESS my hand and official seal in the County and State last aforesaid this day of 7th, 2006

(SEAL)

Notary Public

Printed Name of Notary Public
Debra A. Muchler

My Commission Expires: _____

APPROVED AS TO FORM:



City Attorney of Bonita Springs

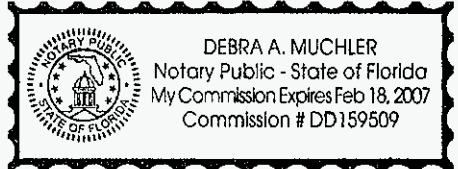


EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

B. When original or replacement assets or equipment acquired in whole or in part under a WCIND grant are [a] sold (except as authorized in the preceding paragraph); [b] no longer available for use in a WCIND-sponsored program; [c] used for purposes not authorized by WCIND; or [d] no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Disposition of assets must be approved in writing by Lee County prior to disposition.

2. Assets or items of equipment with a current per-unit fair market value of less than \$2000.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.

3. Assets or items of equipment with a current per-unit fair market value in excess of \$2000.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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 _____

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 25% 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 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 22, 2006 adopted Resolution No. 06-08-40 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. 06-08-40 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$101,000 during the County's fiscal 2006-2007 year. No reimbursement shall be made for expenses made prior to October 1, 2006.

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. Scott Lucia
Title	Lieutenant / SPECIAL OPERATIONS
Company	LEE COUNTY SHERIFF'S OFFICE
Address	14750 SIX MILE CYPRESS
City, State, Zip	FT. MYERS, FL. 33912
Phone	239. 477-1180
Fax	239. 477-1123
Email	SLucia@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 \$2000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$2000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2007, 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, 2007.

- 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: *Mike Scott*
Type Name: MIKE SCOTT
Title: SHERIFF, LEE COUNTY
Address: 14750 SIX MILE CYPRESS
FT. MYERS, FL. 33912

Witness

Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 7th day of September, 2006, by Mike Scott, who produced Personally Known as identification.

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

(SEAL)

Notary Public *Brandy A. Cartaino*

Printed Name of Notary Public



Brandy A. Cartaino
MY COMMISSION # DD540762 EXPIRES
May 14, 2010
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires: 5/14/10

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

B. When original or replacement assets or equipment acquired in whole or in part under a WCIND grant are [a] sold (except as authorized in the preceding paragraph); [b] no longer available for use in a WCIND-sponsored program; [c] used for purposes not authorized by WCIND; or [d] no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Disposition of assets must be approved in writing by Lee County prior to disposition.

2. Assets or items of equipment with a current per-unit fair market value of less than \$2000.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.

3. Assets or items of equipment with a current per-unit fair market value in excess of \$2000.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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 _____

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 25% 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 What's Luffed? - Lasers (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 22, 2006 adopted Resolution No. 06-08-40 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. 06-08-40 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$17,985 during the County's fiscal 2006-2007 year. No reimbursement shall be made for expenses made prior to October 1, 2006.

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	Grants Mgr / Secretary
Company	Edison Sailing Center
Address	18356 Deep Passage Lane
City, State, Zip	Ft. Myers Beach, FL 33931-2313
Phone	239-454-5114
Fax	239-454-6379
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 \$2000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$2000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2007, 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, 2007.

- 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: Royal Palm Sailing Club, Inc. / dba
Edison Sailing Center

By: Stephanie Webb
Type Name: Stephanie Webb
Title: Grants mgr / Secretary
Address: 18356 Deep Passage Ln.
Ft. Myers Beach, FL
33931-2313

[Signature]
Witness

[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 5th day of Sept, 2006, by Stephanie Webb who produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of Sept, 2006.

(SEAL)

Notary Public Kimberly W Parker

Printed Name of Notary Public
Kimberly W Parker

My Commission Expires: _____



Kimberly W. Parker
My Commission DD240862
Expires December 05, 2007

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

B. When original or replacement assets or equipment acquired in whole or in part under a WCIND grant are [a] sold (except as authorized in the preceding paragraph); [b] no longer available for use in a WCIND-sponsored program; [c] used for purposes not authorized by WCIND; or [d] no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$2000.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$2000.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: What's Luffed? Lasers
COUNTY: LEE PROJECT NO: L-247

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.

9-5-06
Date

Stephanie Webb
Recipient
Royal Palm Sailing Club, Inc.
dba/Edison Sailing Center

STATE OF Florida)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 5th day of Sept, 2006, by Stephanie Webb, who produced personally known as identification. WITNESS my hand and official seal in the County and State last aforesaid this 5th day of Sept, 2006.

(SEAL)

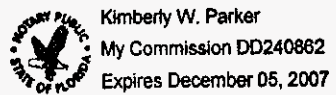
Kimberly W Parker
Notary Public
Kimberly W Parker
Printed Name of Notary Public

My Commission Expires: _____

DATE

(6830)

ACCEPTED BY COUNTY
LIAISON AGENT:
Ch. Koyf



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)

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 25% 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 Kayaks for Kids (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 22, 2006 adopted Resolution No. 06-08-40 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. 06-08-40 and the agreement between WCIND and the County. The funding of the grant shall not exceed \$17,435 during the County's fiscal 2006-2007 year. No reimbursement shall be made for expenses made prior to October 1, 2006.

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	Grants Mgr / Secretary
Company	Edison Sailing Center
Address	18356 Deep Passage Lane
City, State, Zip	Fort Myers Beach, FL 33931-2313
Phone	239-454-5114
Fax	239-454-6379
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 \$2000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$2000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for one year only. All unspent grant funds remaining at the end of the grant period, September 30, 2007, 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, 2007.

- 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: Royal Palm Sailing Club, Inc / dba Edison Sailing Center

By: Stephanie Webb
Type Name: Stephanie Webb
Title: Secretary / Grants Mgr
Address: 18356 Deep Passage Ln.
Ft. Myers Beach, FL
33931-2313

[Signature]
Witness

[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 5th day of Sept, 2006, by Stephanie Webb, who produced known personally as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of Sept, 2006

(SEAL)

Notary Public Kimberly W Parker

Printed Name of Notary Public
Kimberly W Parker

My Commission Expires: _____



Kimberly W. Parker
My Commission DD240862
Expires December 05, 2007

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

B. When original or replacement assets or equipment acquired in whole or in part under a WCIND grant are [a] sold (except as authorized in the preceding paragraph); [b] no longer available for use in a WCIND-sponsored program; [c] used for purposes not authorized by WCIND; or [d] no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Disposition of assets must be approved in writing by Lee County prior to disposition.
2. Assets or items of equipment with a current per-unit fair market value of less than \$2000.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.
3. Assets or items of equipment with a current per-unit fair market value in excess of \$2000.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property must be shown as property acquired, in the records for that project. Also, such property must be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: Science on the Seas: Kayaks for Kids
COUNTY: LEE PROJECT NO: L-248

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.

9-5-06

Date

Stephanie Webb

Recipient

Royal Palm Sailing Club, Inc.
dba/Edison Sailing Center

STATE OF Florida)

COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 5th day of September, 2006, by Stephanie Webb, who produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of Sept, 2006.

(SEAL)

Kimberly W Parker

Notary Public

Kimberly W Parker

Printed Name of Notary Public

My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6830)



Kimberly W. Parker
My Commission DD240862
Expires December 05, 2007

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)

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 25% 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.