

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

Blue Sheet No. 20070650

1. ACTION REQUESTED/PURPOSE: Approve Agreement between the West Coast Inland Navigation District and Lee County to fund a project for the Lee County Sheriff's Office (LCSO) in the amount of \$60,000 for the purchase of a law enforcement vessel. Approve Agreement between Lee County and the Lee Co. Sheriff's Office to administer this grant. Approve Budget Amendment Resolution for FY 06-07 in the amount of \$60,000 for project 403135, W-Marine Law Enforcement for project 403135, W-Marine Law Enforcement.

2. FUNDING SOURCE: WCIND Lee County Countywide Navigation Improvement Fund (CNIF).

3. WHAT ACTION ACCOMPLISHES: Approves funding source from WCIND. Approves subgrant agreement for grant management between Lee County and LCSO.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: CBA		6. Meeting Date: MAY 08 2007
7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input checked="" type="checkbox"/> Other 66A-2 FAC	9. Request Initiated: Commissioner _____ Department Public Works Division Nat Res By: Roland Ottolini

10. Background: On April 6th 2007, the WCIND Board approved a request for \$60,000 to partially fund the purchase of a Lee County Sheriff's Department law enforcement vessel. The Sheriff's office has already approved the remaining \$100,000 funding required to purchase the \$160,000 vessel. This vessel provides the Sheriff's Office increased capabilities to respond to emergencies with a greater range and in a greater variety of weather conditions. This vessel also has capabilities to respond to mass casualty incidents and other offshore incidents, such as human trafficking/smuggling.

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
					Analyst	Risk	Grants	Mgr.	

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: 4/23@ 2:20 PM
COUNTY ADMIN FORWARDED TO: 4/26/07 3PM

Rec. by CoAtty
Date: 4/20/07
Time: 4:05 PM
Forwarded To: 4/23/07 10:30 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 \$60,000 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:		\$573,039,882
Additions		
40313500100.337300.9003	WCIND	60,000

Amended Total Estimated Revenues		\$573,099,882
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APPROPRIATIONS		
Prior Total:		\$573,039,882
Additions		
40313500100.503490	Other Contracted Services	60,000

Amended Total Appropriations		\$573,039,882
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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 _____, 2007.

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

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", Lee County Sheriff's Office hereafter referred to as "Recipient", and is for implementation of the purchase of enforcement vessel (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") through the Countywide Navigation Improvement Fund (CNIF)

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, funds received from WCIND through the CNIF Program are committed for expenditure in program activities that meet WCIND's criteria for grants; and

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

NOW, THEREFORE, the parties hereto agree as follows

1. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in the Proposal Form for Sub-grantees, and the agreement (CNIF-L4) between WCIND and the County. The funding of the grant shall not exceed \$60,000. No reimbursement shall be made for expenses made prior to April 6, 2007.
2. The Recipient agrees, warrants, and covenants that:
 - a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND CNIF Program. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of

Chapter 287, Florida Statutes. WCIND CNIF Funds shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)

- c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
- d. WCIND funds may not be used for any land acquisition projects.
- e. The Recipient agrees to submit quarterly signed project status reports to the County which are due between the 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. 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	Scott Lucia
Title	Lt.
Company	Lee County Sheriff's Office
Address	14750 Six Mile Cypress
City, State, Zip	Fort 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.

3. The County and the Recipient agree, covenant, and warrant as follows:
 - a. The grant funds will be disbursed no more than monthly to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Photographs may be submitted to reflect the work accomplished.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$500 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$500 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period will be for 12 months from the execution of this agreement. All unspent grant funds remaining at the end of the grant period will be returned to WCIND for use in the Lee County Countywide CNIF Program. A one year extension may be granted under extenuating circumstances. A written request for extension must be submitted at least 6 months prior to the final day of the grant.

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

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

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. As detailed in Agreement CNIF-L4, the grant allows for the purchase of a vessel for Law Enforcement efforts in Lee County waters.
- q. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this _____ 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: Scott Lucia
Type Name: LT. SCOTT LUCIA
Title: COMMANDER, MARINE UNIT
Address: OFFICE OF THE SHERIFF, LEE COUNTY
14750 SIX MILE CYPRESS
FT. MYERS, FL. 33912

Sgt. James EMB
Witness
Tim [Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 16th day of April, 2007, by Lt. Scott Lucia, who produced KNOWN TO ME as identification.

16th day of April, 2007. WITNESS my hand and official seal in the County and State last aforesaid this

(SEAL)

Notary Public Marsha F. Sprankel
Printed Name of Notary Public

My Commission Expires: _____



Marsha F. Sprankel
MY COMMISSION # DD385208 EXPIRES
January 10, 2009
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

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

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

2. Assets or items of equipment with a current per-unit fair market value of less than \$500.00 may be retained, sold or otherwise disposed of without any further obligation to Lee County or WCIND.

3. Assets or items of equipment with a current per-unit fair market value in excess of \$500.00 may be retained or sold and Lee County's and WCIND's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the purchase based on the current market value or proceeds from sale, whichever is greater.

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

West Coast Inland Navigation District
WCIND COUNTYWIDE NAVIGATION IMPROVEMENT FUND
PROJECT AGREEMENT

Contract No. _____ (Applicant)
Approval Date: April 6, 2007 (WCIND Board)

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as "WCIND," and Lee County Board of County Commissioners , hereinafter referred to as the COUNTY, in pursuance of a waterway development project approved under the WCIND Countywide Navigation Improvement Fund, hereby agree to the following terms and conditions:

1. The COUNTY agrees to implement the navigation improvement project known as Lee County Sheriff's Office vessel purchase (WCIND Project No. CNIF-L4), in accordance with the following project elements:

Purchase of law enforcement vessel.

2. The COUNTY agrees to begin the project within six (6) months after the approval date of this Agreement and shall complete the project on or before 365 days after the approval date. If the project is not completed within this time, WCIND shall withhold further payment and deny any further request for project approvals until the project has been completed.

3. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$ 60,000 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

4. The COUNTY shall retain all records supporting project costs for three (3) years after the end of the fiscal year in which the final program payment was released by WCIND, or until final resolution of any litigation, claim, or audit that started prior to the expiration of the three-year record retention period.

5. WCIND reserves the right to inspect the project as well as the right to audit any and all financial records pertaining to the project at any reasonable time. This Agreement can be unilaterally canceled by WCIND should the COUNTY refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Agreement.

6. If it becomes necessary for WCIND to demand a refund of any or all funds tendered pursuant to this Agreement, the COUNTY agrees to return said funds to WCIND within sixty (60) days, with interest from date of receipt through date of return of the funds at the same rate which would have been paid during said period for the funds if they have been invested in the State of Florida Administration Pool. If not returned within sixty days, the COUNTY understands and agrees that any further COUNTY requests for funding as to this or any other project under WCIND administration shall be denied until the funds have been returned.

7. Following receipt of an audit report identifying any reimbursement due WCIND, the COUNTY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified, or to return the amount due.

8. In the event the COUNTY elects to implement a user fee system for any public facilities funded in whole or in part by WCIND funds under the WCIND Waterway Development program, the COUNTY agrees to impose such fees uniformly among the users regardless of race, sex, age, religion or the political jurisdiction in which the user may reside.

9. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

10. Charles W. Listowski, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement.

11. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due on December 31, March 31, June 30, and September 30) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

12. The COUNTY shall insure that all purchases of goods and services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287 of the Florida Statutes.

13. WCIND and COUNTY mutually agree to the following special terms and conditions incorporated as part of this Agreement: See Exhibit "A".

14. This Agreement shall become effective on the date of the signature of the Chairman or Vice-Chairman of the Board of Commissioners of the West Coast Inland Navigation District.

IN WITNESS WHEREOF, this Project Agreement has been dated for convenience as the date hereinabove first written, but in fact executed by the respective parties on the dates shown below.

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest: _____

Title

Date: _____

COUNTY OF LEE

By: _____

Attest: _____

Title

Date: _____

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 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. Lee County

2. Assets or items of equipment with a current per-unit fair market value of less than \$2,000.00 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 \$2,000.00 may be retained or sold and Lee County's and WCINDS's equity in the asset will be refunded by the Recipient in the same proportion as Lee County and WCIND's participation in the cost based on the current market value or proceeds from sale, whichever is greater.

C. Tangible property acquired under county projects must be shown as property acquired, in the records for that project of the county. Also, that such property 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.