

**WEST COAST INLAND NAVIGATION DISTRICT**  
Board Meeting Agenda for June 21, 2019 10:00 A.M.  
Venice City Hall Community Hall 401 West Venice Ave., Venice FL

Call to Order and Roll Call

Pledge of Allegiance

Approval of Deletions or Additions to Agenda

PUBLIC COMMENT – Agenda Items Only

1. CONSENT AGENDA
  - a. Approval of Minutes from April 5, 2019.
  - b. Approval of Invoices Paid for April and May 2019.
2. AGENCY COMMENTS/PRESENTATIONS
  - a. Venice Police Department – Shark’s Tooth Fishing Tournament
  - b. Annual Audit Report Presentation FY 17/18 – Mr. Jeffery Gerhardt with CS&L, CPA’s.
3. ADMINISTRATIVE AGENDA
  - a. Acceptance of Annual Audit Report
  - b. DEP Grant Agreement 19ST3 -Venice Inlet Sand Trap Dredging
  - c. Cooperation Agreement between WCIND and City of Venice for Regional Marine Law Enforcement Facility installation.
  - d. Lease Agreement between WCIND and City of Venice for Regional Law Enforcement Property
  - e. Budget Amendment increasing revenue by \$86,667.50 (\$22,327.50 in FFWCC grant funds, \$64,340.00 City of Venice). Increasing CAP 97- DV Removal by \$22,327.50, and CAP 109 - Regional Marine Law Enforcement Facility by \$64,340.00. Result will be net zero for budget purposes.
  - f. Resolution 2019-04 GSA - GSA Travel Rates
  - g. Preliminary Budget Discussion
    - i. Staff recommends proposed millage rate of 0.0394
4. OLD BUSINESS
  - a. Derelict/Abandoned Vessels – Update/Information Only
  - b. Unauthorized Uses of Property
  - c. Snake Island
5. NEW BUSINESS
6. WCIND COUNSEL’S REPORT
  - a. Executive Director’s Evaluation
7. EXECUTIVE DIRECTOR’S REPORT
8. COMMISSIONER ITEMS

PUBLIC COMMENT

NEXT MEETING DATE AND TIMES: August 23rd, 2019 at 10:00 A.M. Venice City Hall Council Chambers 401 West Venice Ave., Venice FL

**WEST COAST INLAND NAVIGATION DISTRICT  
DRAFT MINUTES OF APRIL 5, 2019 BOARD MEETING  
VENICE CITY HALL  
VENICE, FLORIDA**

Commissioners Present

Brian Hamman, Chair  
Christopher Constance, Vice Chair  
Carol Whitmore, Treasurer

Commissioner Absent

Charles Hines, Secretary

Staff Present

Justin D. McBride, Executive Director  
Jed Schneck, Legal Counsel

Chair, Brian Hamman opened the meeting at 10:00 a.m., with the Pledge of Allegiance.

**AGENDA CHANGES** – None

**PUBLIC COMMENT** – Mr. Keith Olson stated that Snake Island is used by boats, and has spoken with law enforcement on various issues and we all try to comply with what they say.

Mr. Marty Zachrich expressed that he lives near Snake Island, and does not have any issues with noise or smoke, and everyone enjoys using the island.

**1. CONSENT AGENDA -**

**Commissioner Constance moved to approve the Consent Agenda.**

**Commissioner Whitmore seconded the motion.**

**Motion approved unanimously.**

- 2. AGENCY COMMENTS/PRESENTATIONS** – Mr. McBride noted that at the last meeting staff asked the Commissioner's for permission to write a letter to the Army Corps regarding the North Jetty washouts, a letter was not needed. The Army Corp will be here next week.

**3. ADMINISTRATIVE AGENDA –**

**Commissioner Whitmore motioned to adopt Resolutions 2019-01 Commissioner Kiker, Lee County; 2019-02 Commissioner Stephen R. Deutsch, Charlotte County; and 2019-03 Laird Wreford, Sarasota County Liaison for their years of service to the District.**

**Commissioner Constance seconded the motion.**

**Motion approved unanimously.**

**Administrative Fee Determination** – Mr. McBride noted that the Temporary Use Request Special Events and Rights of Entry a flat rate \$150.00 and a Temporary Use Request Encroachments \$1,500.00.

**Commissioner Constance motioned to approve the Administrative Fee's for Temporary Use Requests.**

**Commissioner Whitmore seconded the motion.**

**Motion approved unanimously.**

Mr. McBride discussed the unauthorized use of property on Palm Island and noted that there were three properties that are unresolved.

370 N. Gulf Blvd. – hedge, irrigation lines, a portion of their paver driveway – the owners need a little more time to decide what they are going to do.

100 Kettle Harbor Dr. – shell driveway for parking of vehicle, boat and trailer have been removed, they, owners would like more time to remove the driveway. Our suggestion is to install a vegetative barrier.

10400 Yacht Basin Dr. – aerial tightropes, slack lines have been removed; shuffle board hasn't been removed and stock piling yard debris, causing a fire hazard. A security fence is required.

**Commissioner Whitmore motioned to use Spoil funds to remove encroachments and clean up the vegetative debris and install a security fence at 10410 Yacht Basin Dr.**

**Commissioner Constance seconded the motion.**

**Motion approved unanimously.**

#### **4. OLD BUSINESS –**

**County Derelict/Abandoned Vessel Ordinances** – Mr. McBride noted that FWC has changed their protocol, to include a step that public notice had to be given to a boat owner before the boat could be removed. A District-wide meeting is scheduled for April 18, 2019 for law enforcement, key County personnel, and County legal staff to discuss options for local municipalities to offer a public hearing process.

#### **5. NEW BUSINESS –**

**Snake Island Management** – Mr. McBride noted that Snake Island has a long history of recreational use and we have recently received a complaint about noise and camp fires. Discussion ensued on how to manage the property and avoid liabilities. Law enforcement noted that they deal with any individual complainants as they arise, and patrol as they would a neighborhood. Consensus amongst the Commissioners to postpone any action until Commissioner Hines is available for comment.

**Audio/Visual Options for Board Meetings** – Mr. McBride reviewed the slate of options, and stated that WCIND's website is completely ADA compliant. Commissioner Constance suggested not to take no action at this time. Mr. McBride added that we will watch this issue and see what action is taken through DC and Tallahassee.

#### **6. WCIND COUNSEL'S REPORT –**

**Executive Director's Evaluation** – Counsel Schneck noted that this is a reminder item. Counsel Schneck will be sending the Commissioners an evaluation packet about 30 days before the next Board meeting June 21, 2019.

## **7. EXECUTIVE DIRECTOR'S REPORT –**

**Dredge Material Management Plan (DMMP)** – Mr. McBride provided the annual update.

### **Manatee County**

- Warner's Bayou – Construction scheduled to be complete by April 15
- Highland Shores Dredging project awarded – start date April 8th

### **Charlotte County**

- Continuing engagement with encroachment issues on Palm Island. (see attachment)
- Manchester Waterway – Draft Feasibility Study received 3/1/19
- Staff attending CHNEP meetings

### **Lee County**

- Broadway Hogue/Intrepid Waters Dredge Project awarded – NTP 4/1
- Working on agreement for use of SCIMP
- Working with Staff on possible Punta Rasa Dredge

### **Sarasota County**

- Lyons Bay dredging – DEP permits received. USACE permits submitted/RAI submitted (2<sup>nd</sup>)
- Reviewing Venice Inlet sand-trap dredging bid specifications.
- Awaiting USACE authorization for dock expansion of VPD/SCSO dock – contractor selected (low bid)
- Working with USACE and Sarasota County on North Jetty Issues
- Addressing Snake Island issues with VPD and SCSO and others

### **Regional/District**

- Partnering with FL Sea Grant on economic impact analysis of red tide/blue-green algae events
- Staff attended FSBPA technical conference
- Staff attended Florida League of Cities harassment training
- April trip DC scheduled to meet with representatives to request Federal funds for GIWW projects
- Hosting District-wide AV/DV meeting.
- Incorporating Florida League of Cities Safety and Risk Improvement Assessment into Policy Manual
- USACE dredge project of Venice Inlet and GIWW in Venice still on track for fall
- Preparing for review of operations/maintenance of North and South jetty walkways.
- Preparing for review of all agreements for parks/boat ramps/etc.

## **8. COMMISSIONER ITEMS – None**

**PUBLIC COMMENT: None**

**NEXT MEETING DATE AND TIME:** June 21, 2019 at 10:00 a.m, Venice City Hall, Community Hall.

Meeting adjourned at 11:17 a.m.

---

Brian Hamman, Chair

---

Charles Hines, Secretary

DATE	VOUCHER #	WCIND - INVOICES PAID APRIL 2019	AMOUNT
4/1/2019	E-Pay	FRS	\$ 4,427.87
4/1/2019	23116	Colonial Life & Accident Insurance	\$ 551.29
4/1/2019	23117	Diane L. O'Brien	\$ 55.00
4/1/2019	23118	Florida Municipal Insurance Trust	\$ 297.93
4/1/2019	23119	State Health Insurance Trust Fund	\$ 4,698.56
4/1/2019	23120	State Life Insurance Trust Fund	\$ 59.20
4/1/2019	23121	Wired IQ	\$ 1,727.34
4/1/2019	23122	Charles Hackney Manatee County PA	\$ 3,401.00
4/1/2019	23123	Charlotte County PA	\$ 3,269.48
4/1/2019	23124	City of Venice	\$ 68.87
4/1/2019	23125	Comcast	\$ 296.21
4/1/2019	23126	Custom Dock & Davit	\$ 6,748.00
4/1/2019	23127	Dex Imaging	\$ 127.16
4/1/2019	23128	DMK Associates	\$ 1,087.44
4/1/2019	23129	Econo Termite & Pest	\$ 55.00
4/1/2019	23130	FPL	\$ 100.77
4/1/2019	23131	Jeff Devine	\$ 169.00
4/1/2019	23132	Lee County Property Appraiser	\$ 5,097.84
4/1/2019	23133	Manatee County BoCC	\$ 5,000.00
4/1/2019	23134	Peacock & French	\$ 2,000.00
4/1/2019	23135	Sarasota County BoCC	\$ 31,865.78
4/1/2019	23136	Void	\$ -
4/1/2019	10026	Bill Furst Sarasota County PA	\$ 4,447.70
4/15/2019	E-Pay	Payroll	\$ 8,854.24
4/15/2019	E-Pay	US Treasury	\$ 3,651.58
4/30/2019	E-Pay	Payroll	\$ 8,424.43
4/30/2019	E-Pay	US Treasury	\$ 3,401.20
4/15/2019	23137	AT & T Mobility	\$ 231.74
4/15/2019	23138	Babe's Ace Hardware	\$ 146.44
4/15/2019	23139	Coastal Engineering Consultants	\$ 3,600.00
4/15/2019	23140	Commissioner Brian Hamman	\$ 51.00
4/15/2019	23141	Commissioner Carol Whitmore	\$ 31.06
4/15/2019	23142	Commissioner Christopher Constance	\$ 23.06
4/15/2019	23143	Justin McBride	\$ 66.00
4/15/2019	23144	Sarasota Herald Tribune	\$ 44.00
4/15/2019	23145	Schneck Legal	\$ 6,945.00
4/15/2019	23146	Sea Tow Fort Myers	\$ 600.00
4/15/2019	23147	Sea Tow Venice	\$ 9,200.00
4/15/2019	23148	The News Press	\$ 53.66
4/15/2019	23149	Thorn Run Partners	\$ 5,000.00
4/17/2019	E-Pay	Card Services	\$ 1,443.53
			\$ 127,318.38

---

Chair

---

Tresurer

DATE	VOUCHER #	WCIND - INVOICES PAID MAY 2019	AMOUNT
5/1/2019	E-Pay	FRS	\$ 4,427.87
5/1/2019	23150	Colonial Life & Accident	\$ 551.29
5/1/2019	23151	Diane O'Brien	\$ 55.00
5/1/2019	23152	Florida Municipal Insurance	\$ 297.93
5/1/2019	23153	State Health Insurance Trust Fund	\$ 4,698.56
5/1/2019	23154	State Life Insurance Trust Fund	\$ 59.20
5/1/2019	23155	Charlotte County BoCC	\$ 34,711.28
5/1/2019	23156	City of Venice	\$ 119.10
5/1/2019	23157	Coastal Engineering	\$ 375.24
5/1/2019	23158	Domcast	\$ 326.76
5/1/2019	23159	Dex Imaging	\$ 121.24
5/1/2019	23160	Duncan Seawall	\$ 103,009.00
5/1/2019	23161	FASD	\$ 837.50
5/1/2019	23162	Florida Department of State	\$ 18.48
5/1/2019	23163	FPL	\$ 182.01
5/1/2019	23164	Lee County BoCC	\$ 336,055.58
5/1/2019	23165	Manatee County BoCC	\$ 63,971.14
5/1/2019	23166	Marine Contracting Group	\$ 55,687.50
5/1/2019	23167	Notary Public Underwriters	\$ 146.43
5/1/2019	23168	Office Depot	\$ 53.47
5/1/2019	23169	Peacock & French CPA's	\$ 2,000.00
5/1/2019	23170	Pearl	\$ 600.00
5/1/2019	23171	Port Charlotte Computers	\$ 100.00
5/1/2019	23172	R.A. Markuson	\$ 1,815.00
5/1/2019	23173	Sarasota County BoCC	\$ 72,792.77
5/1/2019	23174	Void	\$ -
5/1/2019	10027	Void	\$ -
5/1/2019	10028	Wired IQ	\$ 1,426.88
5/15/2019	E-Pay	Payroll	\$ 8,854.25
5/15/2019	E-Pay	US Treasury	\$ 3,651.56
5/31/2019	E-Pay	Payroll	\$ 8,424.45
5/31/2019	E-Pay	US Treasury	\$ 3,401.16
5/15/2019	23175	AT & T	\$ 61.48
5/15/2019	23176	Babe's Ace Hardware	\$ 52.95
5/15/2019	23177	Coastal Engineering	\$ 12,934.00
5/15/2019	23178	Dex Imaging	\$ 192.78
5/15/2019	23179	Hans Wilson & Associates	\$ 5,669.75
5/15/2019	23180	Jeff Devine	\$ 3,408.55
5/15/2019	23181	Office Depot	\$ 9.94
5/15/2019	23182	Perry's Beach Service	\$ 1,000.00
5/15/2019	23183	Sea Tow Charlotte Harbor	\$ 900.00
5/15/2019	23184	Sea Tow Venice	\$ 8,800.00
5/15/2019	23185	Thorn Run Partners	\$ 5,000.00
5/22/2019	E-Pay	Cardmember Service	\$ 1,672.81
			\$ 748,472.91



**West Coast Inland Navigation District**  
*A Special Tax District of the State of Florida*

**200 E. Miami Avenue**  
**Venice, FL 34285**  
**Telephone: (941) 485-9402**  
**Fax: (941) 485-8394**  
**E-mail: wcind200@aol.com**

## **MEMORANDUM**

---

**Date:** June 14<sup>th</sup>, 2019  
**To:** WCIND Board  
**From:** Justin McBride, WCIND Executive Director  
**Subject:** **Annual Audit FY 2018**

---

Commissioners-

Attached to this memo please find the District's annual audit report for fiscal year ending September 30, 2018 completed by an independent auditor. The results of the audit will be presented at our meeting on June 21<sup>st</sup> by a representative from the auditing firm. Below are the highlights as taken directly from the audit:

- Section 1 0.554(1)(i)l., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no recommendations made in the preceding audit report.
- Section 1 0.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not West Coast Inland Navigation District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that West Coast Inland Navigation District did not meet any of the conditions described in Section 21 8.503(1), Florida Statutes.\*

\* 218.503(1) – Determination of Financial Emergency



- Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not find any such recommendation.
- In our opinion, the District complied in all material respects, with Section 218.415, Florida Statutes, regarding the investment of public funds for the year ended September 30, 2018.

If you have any questions, please feel free to contact me.

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): \_\_\_\_\_ Agreement Number: \_\_\_\_\_

2. Parties **State of Florida Department of Environmental Protection,**  
**3900 Commonwealth Boulevard**  
**Tallahassee, Florida 32399-3000** (Department)

Grantee Name: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Grantee Address: \_\_\_\_\_ FEID: \_\_\_\_\_  
(Grantee)

3. Agreement Begin Date: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

4. Project Number: \_\_\_\_\_ Project Location(s): \_\_\_\_\_  
(If different from Agreement Number)

Project Description: \_\_\_\_\_

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: \_\_\_\_\_

6. Department's Grant Manager	Grantee's Grant Manager
Name: _____	Name: _____
_____ or successor	_____ or successor
Address: _____	Address: _____
_____	_____
_____	_____
Phone: _____	Phone: _____
_____	_____
Email: _____	Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D:
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

## **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

## **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

## **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect,

and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

## **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

## **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it



has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to

Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

#### **26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department

may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

#### **28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

#### **29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

#### **30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

#### **31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 19ST3**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is the Venice IMP Implementation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on September 1, 2018 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Travel.**

Additional compensation for travel is not authorized under this Agreement.

**6. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**7. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**8. Match Requirements**

See Attachment 3, Grant Work Plan.

## **9. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. **Other Insurance.** None.

## **10. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **11. Retainage.**

Retainage is permitted under this agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

## **12. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## **13. State-owned Land.**

**Special Terms for Projects on State-Owned Land.** The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

## **14. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## **15. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*



### **ATTACHMENT 3 GRANT WORK PLAN**

**PROJECT TITLE:** Venice IMP Implementation.

**PROJECT LOCATION:** The Project is located between Department of Environmental Protection (DEP) reference monuments R114 and R115 along the Gulf of Mexico in Sarasota County, Florida.

**PROJECT BACKGROUND:** The Project consists of implementing recommendations in the 2008 IMP study to place beach quality sand from within the flood shoal region of Venice Inlet in Sarasota County along adjacent eroding beaches. The bypassing of the flood shoal material will offset impacts from the inlet and add the sand to the littoral system.

**PROJECT DESCRIPTION:** The Project consists of construction and monitoring of the Venice IMP Implementation.

**PROJECT ELIGIBILITY:** The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$364,708.38 for this Project or up to 75 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, F.A.C.

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(2)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP or FDEP – Florida Department of Environmental Protection  
F.S. – Florida Statutes  
F.A.C. – Florida Administrative Code  
FWC – Florida Fish and Wildlife Conservation Commission

## **TASKS and DELIVERABLES:**

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment, if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

### **Task 1: Construction**

**Task Description:** This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

**Deliverable:** The deliverable is pending submittal of a scope of work to the Department and will not be reimbursed until the completion of an amendment or change order to this Agreement.

**Performance Standard:** The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

### **Task 2: Monitoring**

State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(1), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Department/Local Sponsor permittee/engineering consultant. The Local Sponsor's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(1), F.S., including a description of organizational, physical, and electronic barriers to be used by the Local Sponsor's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. Department approval of the consultant's mitigation plan will be required prior to execution of this Agreement. If at any time the Local Sponsor and/or its engineering consultant fails to comply with this provision, the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with environmental monitoring for the Project listed.

**Task Description:** This task includes activities associated with permit-required monitoring conducted in accordance with the conditions specified by state or federal regulatory agencies. All monitoring tasks must be located within or adjacent to the Project area and follow the Department's Regional Coastal Monitoring Program and FWC's marine turtle and shorebird monitoring programs. Guidance for monitoring of nearshore resources is available in the Department's Standard Operation Procedures For Nearshore Hardbottom Monitoring Of Beach Nourishment Projects. The Local Sponsor must submit work products directly to the appropriate state or federal regulatory agencies in accordance with permit conditions to be eligible for reimbursement under this task, unless otherwise directed.

**Deliverable:** The deliverable is pending submittal of a scope of work to the Department and will not be reimbursed until the completion of an amendment or change order to this Agreement.

**Performance Standard:** The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

#### Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Construction	75.00%		\$327,208.38	\$109,069.46	<b>\$436,277.84</b>
2	Monitoring	75.00%		\$37,500.00	\$12,500.00	<b>\$50,000.00</b>
	<b>PROJECT</b>			<b>\$364,708.38</b>	<b>\$121,569.46</b>	<b>\$486,277.84</b>

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Construction	Contractual Services	\$327,208.38	09/01/18	06/30/23
2	Monitoring	Contractual Services	\$37,500.00	09/01/18	06/30/23
Total:			\$364,708.38		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.



# EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Ecosystem Management and Restoration Trust Fund, Chapter 2008-152, GAA Line # 1748	2008-2009	37.003	Beach Management Funding Assistance Program	\$27,208.38	140126
Original Agreement	Ecosystem Management and Restoration Trust Fund, Chapter 2010-152, L.O.F, GAA Line # 1769A	2010-2011	37.003	Beach Management Funding Assistance Program	\$337,500	140126

Total Award	\$364,708.38	
-------------	--------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**EXHIBIT D**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART I**

**PAYMENT SUMMARY**

**Name of Project:** Venice IMP Implementation

**Local Sponsor:** West Coast Inland Navigation District (WCIND)

**DEP Agreement Number:** 19ST3

**Remittance Address:** \_\_\_\_\_

**Billing Number:** \_\_\_\_\_

Billing Type:    ☐ Interim Billing        ☐ Final Billing

**Costs Incurred This Payment Request:**

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

\*if applicable

**Cost Summary:**

State Funds Obligated  
\$ \_\_\_\_\_

Local Funds Obligated  
\$ \_\_\_\_\_

Less Advance Pay  
\$ \_\_\_\_\_

Less Advance Pay  
\$ \_\_\_\_\_

Less Previous Payment  
\$ \_\_\_\_\_

Less Previous Credits  
\$ \_\_\_\_\_

Less Previous Retained  
\$ \_\_\_\_\_

Less This Credit  
\$ \_\_\_\_\_

Less This Payment  
\$ \_\_\_\_\_

Local Funds Remaining  
\$ \_\_\_\_\_

Less This Retainage (5%)  
\$ \_\_\_\_\_

State Funds Remaining  
\$ \_\_\_\_\_

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART II**

Name of Project: \_\_\_\_\_  
Billing Number: \_\_\_\_\_  
DEP Agreement Number: \_\_\_\_\_

Billing Period (1): \_\_\_\_\_  
Person Completing Form & Telephone Number (2): \_\_\_\_\_

**REIMBURSEMENT DETAIL**

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Task Number (3)	SOW Number (3)	Invoice Amount(4)	Eligible Cost (5)	% Fed Share (6)	Federal Share of Invoice Amount (7)**	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		\$0.00	0.00		0.00	0.00
								-		<b>Totals</b>	-		-	-	-	-	-

**Total Due to Local Sponsor (15)** \_\_\_\_\_

**Form Instructions:**

1. Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
2. Person responsible for completing this form: Please identify the person responsible for completing information if clarification is needed.
3. Task #: Must identify Task..
4. SOW #: Must identify SOW(s) for each invoice. If invoice covers multiple SOW, that invoice would be listed multiple times, a line item for each SOW.
4. Invoice Amount
5. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
6. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
7. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
8. Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
9. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
10. State Share: Multiply Non-Federal Share by State Share Percentage.
11. Local Share: Subtract State Share from Non-Federal Share.
12. Retainage Payment: Requires separate line for each completed **Task, Sub-Task and or Deliverable** that retainage is being requested.
13. Withheld Retainage: Multiply State Share by 10%.
14. State Payment: Subtract Retainage from State Share.
15. Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).

**Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.**

Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-2978 or email at Janice.L.Simmons@dep.state.fl.us

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART III  
PROJECT PROGRESS REPORT**

**Name of Project:** Venice IMP Implementation

**Local Sponsor:** West Coast Inland Navigation District (WCIND)

**DEP Agreement Number:** 19ST3

**Billing Number:** \_\_\_\_\_

**Report Period:** \_\_\_\_\_

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

**The following format should be followed:**

**Task 1:**

**Progress for this reporting period:**

**Identify any delays or problems encountered:**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
CERTIFICATION OF DISBURSEMENT REQUEST  
REQUEST FOR PAYMENT – PART IV**

**Name of Project:** Venice IMP Implementation

**Local Sponsor:** West Coast Inland Navigation District (WCIND)

**DEP Agreement Number:** 19ST3

**Billing Number:** \_\_\_\_\_

**Certification:** I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the Project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the Project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

\_\_\_\_\_  
Name of Project Administrator

\_\_\_\_\_  
Signature of Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Project Financial Officer

\_\_\_\_\_  
Signature of Project Financial Officer

\_\_\_\_\_  
Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
CONTRACT COMPLETION CERTIFICATION  
PART V**

**Name of Project:** PROJECT NAME

**Local Sponsor:** West Coast Inland Navigation District (WCIND)

**DEP Agreement Number:** 19ST3

Task Completion      ☐ (List Task) \_\_\_\_\_

Contract Completion      ☐

\*I hereby certify that the above-mentioned Project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department and Local Sponsor, and all funds expended for the Project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the Department, have been returned to the Department, or will be returned to the Department within sixty (60) days of the completion of construction portion of this Project. Unused funds advanced to the United States Army Corps of Engineers through Local Sponsors will be due sixty (60) days after the Federal final accounting has been completed.

\_\_\_\_\_  
Name of Project Manager

\_\_\_\_\_  
Signature of Project Manager

\_\_\_\_\_  
Date



1911 N.W. 15th Street  
Pompano Beach, FL 33069  
CGC057488 ECA001954

Phone: 954-960-1550  
Fax: 954-960-0747

February 4, 2019

## Site Work Proposal

**Job Location:** Venice Police Marine Division  
Base of bridge at US 41 and Hatchet Creek (Intracoastal Waterway)  
Venice, FL

Advanced Modular Structures, Inc. (AMS) proposes to furnish the following described work. This work is in addition to supplying and installing a new 24'x60' modular office, under a separate agreement, at the above mentioned address. The scope of work is intended to provide a turn key installation of the building, based upon the known scope of work of the date of this proposal.

The previous permits for the installation of the existing modular office are not closed. Inspections and certifications will be required to close the old permits, before new permits may be issued. This work is included within our architect's scope of work and AMS will serve as General Contractor for this task.

### **Plans and permitting:**

- Supply a site plan
- Utility connection plans
- Supply details for anchoring of existing aluminum steps to be re-installed
- Electric plans for service and feeders to supply power to new building
- Plumbing details for connection of new building to existing service on site, including relocating two water meters
- Obtain required city inspections
- Close new building permits and issue Certificate of Occupancy

### **Work to be performed:**

#### **Architectural**

- Draw site plan show new building location, building access (steps), site data, fence relocation and other customary items required for city approval
- Close out existing permits
- Show utility connection points and electric service location
- Coordinate permitting and inspections
- Renderings are not included, if required.

Visit us at [www.advancedmodular.com](http://www.advancedmodular.com)

If principal of AMS must attend meetings at city or inspections to close the original permit, this cost is not included.

### **Water Service**

- There are two water meters 10' - 12' north west of the existing office trailer. These meters are to be relocated.
- By pass the existing meters with meter jumpers. No box modification needed.
- Meters should be installed near the main on U.S 41 (the access road under the bridge). A photo is attached showing the water service marked outside the property (near the existing back flow approximately 50' from the gate).
- Install back flow at new meter location
- Certify new back flow per city requirements
- All work per city of Venice standard details
- Include restoration of asphalt and sod, if any required
- Reconnect existing 1" pvc water line to new modular office
- Connect hot and cold water crossover at the mate line.
- Flush all lines inside the building. Reinstall aerators.
- Test plumbing fixtures in the modular.

### **Sewer**

- Camera the existing sewer from the office trailer to the main
- Utilize existing clean out between the ice machine and the aluminum steps, to begin the camera work
- Certify that the existing sewer line is in good repair and meets city standards
- Locate existing clean out near sewer main.
- If no clean out located near the sewer main, then install a new clean out
- All work per city of Venice standard details
- Include restoration of asphalt and sod, if any required
- Construct a pvc waste manifold hanging from the bottom of the modular office.
- Attach manifold to existing 4" line located under the modular.
- Install a new clean out at modular office for servicing the line. The existing clean out will be under the new building and not useable.
- Repair any damage to bottom board using butyl tape. All pipe penetrations must be sealed to prevent vermin from entering the floor cavity.



## **Electric**

- Coordinate with FP&L to disconnect existing service
- Disconnect modular office and demo existing electric service
- Install new 285 amp service and meter can approximately 12' - to 15' north of existing service
- Mount new service to wall of new modular building
- Connect two feeders from new service to modular building
- Modular building includes three switched circuits stubbed through the floor. These switches control the contactors for the boat lifts. Connect these circuits to existing conduit and wire under the foot print of the building.
- Modular building includes a spare 100 amp circuit. Connect this circuit to existing wires, located beneath the building foot print, to feed the boat dock panel.
- Add exterior GFCI circuit for the ice machine.
- A small cut in asphalt is required, to bring feeders from below grade up to service. This area will be saw cut and pathed with concrete.

The electric scope of work above assumes the existing service are proper size for new larger feeders. If new service conduits are required this cost is not included. According to electrician's research, the existing conduit is useable with a de-rated neutral.

## **New Building Installation**

### **Building Installation**

The building will be installed on a dry-stack block foundation utilizing above grade pads and hurricane ground anchors to comply with the Florida Building Code. Foundation design assumes 2500 PSF soil bearing capacity. Finished Floor Approximately 34"- 36" Above Finished Grade. Roof cap, interior trim out and exterior trim are included.

### **Skirting**

Hardi Panel Skirting with ventilation per FBC.

## **Other**

- 1) Teardown existing 12'x 44' Modular Unit & Relocate to store on property \$2200.00  
Price includes \$1500.00 allowance for running gear replacements/repairs.
- 2) AMS will credit \$1500.00 on the project along with paying the teardown costs if AMS is given ownership of the existing modular unit. Offer is based on the inspection performed in August of 2018 and is subject to change if existing building changes condition or sustains damages from the date of the inspection.

Owner's Representative is:

**Paul Joyce**  
**Master Police Officer**  
**Venice Police Marine Unit**  
1350 Ridgewood Avenue  
Venice, Florida 34292  
Office: (941) 480-3253  
Cell: (941) 650-6517  
[pjoyce@venicegov.com](mailto:pjoyce@venicegov.com)

If you have any questions about the scope of work, contact Gary Willis at (954) 234-4090 or [gwillis@advancedmodular.com](mailto:gwillis@advancedmodular.com).

The cost for the above work is \$64,340.

Work will be invoiced as completed using net 15 day terms per the attached Schedule of Values

**Clarifications:**

- Permit fees, utility fees and government fees of any kind are not included. Contractor will pay these fees and submit receipts for reimbursement by Owner.
- If a Principal of AMS must attend a meeting or inspection, related to closing out the old permits, this cost is not included in this proposal. The cost to attend this type of meeting is \$250 due to the travel distance.
- Construction fence, on site security, background checks on workers and similar items are not included in the quoted cost.
- All work to be performed by properly licensed and insured subcontractors or employees of contractor.
- Allow three weeks for completion once work commences on site.
- Contractor is not responsible to repair damage to unmarked utilities.
- Contractor is not responsible for unforeseen conditions such as muck or buried debris.
- The pricing contained in this proposal is subject to adjustment if new requirements are added during the permit process.
- Building is covered under a separate agreement.
- Prices quoted are valid for 60 days.
- If applicable, Fire rating below the floor or above the ceiling requires site engineering and installation. This cost is not included, if required.
- Sales tax is not included in price and will be added to invoice, unless exemption is provided.
- Due to the short time required to assemble this building, Builder's Risk insurance is not included. The owner should contact his agent and arrange coverage upon delivery. Buildings are typically tied down within four days of arriving on site.
- Any item not specifically listed in this proposal is not included.

Visit us at [www.advancedmodular.com](http://www.advancedmodular.com)

Item	Value	Notes
		Show current bldg location, mean high water line and other information required to be updated for permit.
Update survey	\$ 1,481.25	
Architectual Plans / Close Original Permits	\$ 8,000.00	
Plan processing	\$ 1,500.00	
Plumbing disconnect / reconnect	\$ 11,243.75	Includes back flow certification
Electric Plan	\$ 1,037.50	
New electric service and feeders	\$ 11,125.00	285 amp service w/ line gutter
Electric connections	\$ 8,687.50	2 building panels, dock panel and lift relays
Up to 3 weeks supervision	\$ 4,500.00	
Asphalt repair / restoration	\$ 5,000.00	This item may not be required. If it is not required, it will not be invoiced.
New building set up	\$ 7,865.00	Block, level, tie down, roof cap, trim inside and out.
Hardi Panel Skirting	\$ 3,200.00	Includes vents
Tear down existing building	\$ 2,200.00	
Credit for existing building	\$ (1,500.00)	Must provide Bill of Sale for credit
<b>Total Project Value</b>	<b>\$ 64,340.00</b>	

**COOPERATION AGREEMENT BETWEEN  
THE WEST COAST INLAND NAVIGATION DISTRICT  
AND THE CITY OF VENICE**

**THIS COOPERATION AGREEMENT (“AGREEMENT”)** dated, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Venice, a municipal corporation organized and existing under the laws of the State of Florida, (the “City”), and the West Coast Inland Navigation District, an independent multi-county special tax district of the State of Florida (“WCIND”), collectively the City and WCIND are referred to herein as the Parties.

**WHEREAS**, pursuant to Section 374.976, Florida Statutes, WCIND and the City may enter cooperation agreements for the planning and carrying out of law enforcement projects that are directly related to WCIND’s waterways; and

**WHEREAS**, since 1997, WCIND and the City have cooperated to establish the Regional Marine Law Enforcement Facility on the Gulf Intracoastal Waterway and related marine patrols and activities to ensure safer waterways, education of the boating community and protection the environment; and

**WHEREAS**, the Regional Marine Law Enforcement Facility’s existing docks, boat lifts, and 12-foot by 44-foot modular office are utilized by the City Police Department Marine Unit, Sarasota County Sheriff’s Office Marine Unit, and the Fish and Wildlife Commission for marine law enforcement purposes; and

**WHEREAS**, the Regional Marine Law Enforcement Facility’s existing modular office is over 25 years old, showing signs of disrepair, and needs to be replaced with a larger modular office in order to better serve the aforesaid marine law enforcement agencies; and

**WHEREAS**, WCIND entered a contract with Advanced Modular Structures, Inc. (the “Contractor”) to purchase and install a new 24-foot by 60-foot modular office (the “New Modular Office”) to replace the existing modular office at the Regional Marine Law Enforcement Facility for a total of \$100,000; and

**WHEREAS**, subsequent to entering the aforesaid contract, it was determined that additional site preparation work is needed at the Regional Marine Law Enforcement Facility in order to properly install the New Modular Office in compliance with current land development codes; and

**WHEREAS**, the Contractor has provided another proposal to complete the additional site preparation work at Regional Marine Law Enforcement Facility for a total of \$64,340.00, a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, WCIND agrees to engage the Contractor to perform the additional site preparation work, and administer and oversee the performance such work in conjunction with the purchase and installation of the New Modular Office; and

**WHEREAS**, the City agrees to pay WCIND in the amount of \$64,340.00 for the costs associated with the completion of the aforesaid additional site preparation work at Regional Marine Law Enforcement Facility required for the installation of the New Modular Office.

**NOW, THEREFORE**, in consideration of the mutual covenants expressed herein, WCIND and the City agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated fully herein by reference.

2. **Project.** The Project shall consist of the additional site work necessary at the Regional Marine Law Enforcement Facility for the installation of the New Modular Office, as more particularly described in the Site Work Proposal, attached hereto and incorporated herein as Exhibit "A".

3. **WCIND Duties.** WCIND shall be responsible for the administration and oversight of the Project and the additional site work performed by the Contractor. The Contractor will document the Project's progress and submit invoices and a final report to WCIND upon completion. WCIND will provide copies of the final report and proof of paid invoices to the City within thirty (30) days of receipt of the final report from the Contractor. Upon receipt of the City's \$64,340.00 payment, WCIND shall place the full amount of such payment into WCIND's FY 2018-2019 fund balance for the budgeted expenditure item entitled, "Cooperative Assistance Program – Marine Enforcement Center." In the event that the actual costs to complete the Project are less than \$64,340.00, WCIND shall returned the remaining balance of any unexpended funds to the City along with the final report and proof of paid invoices referenced above.

4. **City Duties.** Within seven (7) days of the effective date of this Agreement, the City shall make payment to WCIND in an amount not to exceed \$64,340.00 from the City's Boating and Registration Fund for payment of the costs associated with the Project.

5. **Notices; Contacts.** All formal notices required pursuant to this Agreement shall be made in writing to the following:

WCIND: Justin D. McBride, Executive Director  
200 E. Miami Avenue Venice, FL 34285  
Phone: (941) 485-9402 or 486-1872  
Fax: (941) 485-8394  
Email: [justin@wcind.net](mailto:justin@wcind.net)

City: Tom Mattmuller, Police Chief  
Venice Police Department  
1350 Ridgewood Avenue Venice, FL 34292  
Phone: (941) 486-2444  
Fax: (941) 480-3027  
Email: [tmattuller@venicegov.com](mailto:tmattuller@venicegov.com)

6. **Sovereign Immunity.** The City and WCIND agree that each party shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained in the Agreement shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

7. **Mutual Benefit.** This Agreement is for the mutual benefit of the named parties only and nothing herein shall be construed as creating any right or cause of action to any party not specifically named herein nor shall any provision of this Agreement be construed as constituting a waiver of sovereign immunity.

8. **No Agency Relationship.** Nothing in this Agreement shall be construed as creating an agency relationship between the parties. WCIND and the City retain their full and independent authority and associated responsibilities with respect to the waterways under their respective jurisdiction, control or ownership.

9. **Entire Agreement; Amendments.** This Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other Agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended only by a writing duly executed by authorized representatives of WCIND and the City.

10. **Venue; Governing Law.** All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

11. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

12. **Effective Date.** This Agreement shall become effective upon the date of the last signatory hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective undersigned duly authorized officers as of the dates set forth below.

WEST COAST INLAND NAVIGATION  
DISTRICT

Executed this \_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST:

By: \_\_\_\_\_  
Justin D. McBride, Executive Director

By: \_\_\_\_\_  
Brian Hamman, Chair

Approved as to form and correctness:

\_\_\_\_\_  
Jed R. Schneck, Legal Counsel

CITY OF VENICE

Executed this \_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
John Holic, Mayor

Approved as to form and correctness:

\_\_\_\_\_  
City of Venice Attorney's Office

Attachments: Exhibit "A" – Site Work Proposal

**LEASE AGREEMENT BETWEEN  
THE WEST COAST INLAND NAVIGATION DISTRICT  
AND THE CITY OF VENICE**

**THIS LEASE AGREEMENT** (the “**Lease Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the West Coast Inland Navigation District, an independent multi-county special tax district of the State of Florida (“**WCIND**”), and the City of Venice, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”), collectively the “**Parties**”.

**WITNESSETH:**

**WHEREAS**, in 1997, pursuant to Section 374.976, Florida Statutes, WCIND and the City cooperated to established WCIND’s Regional Marine Law Enforcement Facility to enhance public safety on the Gulf Intracoastal Waterway and other WCIND waterways; and

**WHEREAS**, the Regional Marine Law Enforcement Facility provides centrally located patrol boat dockage and modular offices necessary to conduct regional and local marine law enforcement on WCIND waterways and perform related administrative duties; and

**WHEREAS**, the agreement between WCIND and the City granting the City’s occupancy of the Regional Marine Law Enforcement Facility as its primary user and operator has expired; and

**WHEREAS**, WCIND and the City now desire to enter a lease to authorize the City’s continued use and operation of the Regional Marine Law Enforcement Facility; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other valuable consideration, the sufficiency of which is mutually acknowledged, WCIND and the City agree as follows:

1. **RECITALS.** The above recitals are true, correct and incorporated fully herein by reference.

2. **PREMISES.** WCIND hereby leases approximately .42 acres (18,312 square feet) of property located in Sarasota County, Florida, including the modular office, boat docks/lifts and related improvements thereon, which is known as the Regional Marine Law Enforcement Facility, as described and depicted in Exhibit “A”, which is attached hereto and incorporated herein (the “**Premises**”). The Premises consists of the following real property interests: 1.) .16 acres (6,969 square feet) of WCIND owned uplands located at 459 North Tamiami Trail, Venice, FL; 2.) .07 acres (2,810 square feet) of adjacent sovereign submerged lands leased from the State of Florida; 3.) .06 acres (2,452 square feet) of adjacent submerged lands granted by easement; and 4.) .14 acres (6,081 square feet) of adjacent road right-of-way leased from the Florida Department of Transportation.



**3. USE OF PREMISES.**

a. The Premises shall be used by the City's Police Department solely for the purpose of carrying out marine law enforcement and related activities on the Gulf Intracoastal Waterway and other WCIND waterways. The City may permit other law enforcement agencies to use the Premises for the aforesaid purpose subject to prior written approval by WCIND in accordance with Section 11 herein.

b. The City shall not use the Premises for any purpose other than marine law enforcement as described above. The City shall not make any unlawful, improper or offensive use of the Premises, and shall comply with all local, state and federal laws, rules, regulations, and permits and/or authorizations, as the same relates to the use of the Premises, including, but not limited to U.S. Army Corps of Engineers Consent to Easement No. DACW17-9-19-0056 and Florida Department of Environmental Protection Permit No.: 0209563-003 EI.

c. The City shall not use the Premises in any manner which would violate the terms and conditions of the Sovereignty Submerged Land Lease, dated January 1, 2018, the Deed of Easement for Dock and Riparian Uses, dated December 8, 2018, and the Amended Airspace Agreement (Public Purpose Lease), dated January 8, 2019, which are attached hereto and incorporated herein as Exhibit "B", Exhibit "C", and Exhibit "D", respectively.

**4. MODULAR OFFICE REPLACEMENT; OTHER IMPROVEMENTS.**

a. WCIND shall replace the existing 12-foot by 44-foot modular office on the Premises and install a new 24-foot by 60-foot modular office, and make related site preparation improvements during the first year of this Lease Agreement. WCIND and the City shall share the costs associated with the modular office replacement in accordance with the Cooperative Agreement to be executed in companion with this Lease Agreement. Upon its completion, the new 24-foot by 60-foot modular office shall be the property of, and titled in the City.

b. The City shall not add any additional permanent structures or alter any other existing structures on the Premises, or make any other improvements thereto without receiving the written approval by WCIND's Executive Director. The City shall make written request for such approval to WCIND's Executive Director and submit the plans and specifications for any proposed improvements to be constructed on the Premises. All unapproved improvements will be subject to removal by WCIND at the sole cost of City.

**5. NO MONETARY CONSIDERATION.** This Lease Agreement is provided to the City as cooperation and aid pursuant to Section 374.976, Florida Statutes, and shall be rent free.

**6. UTILITIES.** All applications and connections for necessary utility services on or serving the Premises shall be made in the name of the City only, and the City shall be solely liable for

utility charges as they become due, including but not limited to those for water, gas, electricity, fiber-optics and telephone.

7. **MAINTENANCE AND REPAIRS.** The City shall maintain and operate the Premises, including the existing modular office and the replacement thereof, boat docks/lifts and related improvements, in a neat, orderly and functioning condition, and keep the Premises in as good a state of repair as it is at the time of the commencement of this Lease Agreement or the time of completion for improvements made subsequent to the commencement of this Lease Agreement, reasonable wear and tear and unavoidable casualties excepted. WCIND shall provide for any major repairs or replacements of the boat docks/lifts and related improvements, that may be necessary due to normal usage and reasonable wear and tear, or unavoidable casualties. Additionally, upon WCIND's completion of the modular office replacement described in 4.b above, the City shall be responsible for all future major repairs to new 24-foot by 60-foot modular office.

8. **INJURY OR DAMAGE TO CITY PROPERTY.** The City's property of any kind that may be placed on the Premises, including the new 24-foot by 60-foot modular office, during the term of this Lease Agreement shall be at the sole risk of the City. WCIND shall not be liable for any injury, loss, damage or theft to any property belonging to the City and located on the Premises unless caused by willful, intentional or negligent acts of WCIND, its employees, contractors or invitees.

9. **SUITABILITY FOR USE.** The City stipulates and agrees to the following:

a. That the City has examined the Premises, including the grounds and any buildings and improvements, and that they are, at the time of this Lease Agreement, in good order, good repair, safe, clean, and in usable condition for the City's intended use.

b. That the City has examined the real property interests described in Section 2 above and acknowledges that WCIND has sufficient lawful rights and interests in the Premises to convey a leasehold in same. The City shall never assail, resist or deny WCIND's rights and interests in the Premises nor shall WCIND be under any obligation to defend against any claim or action brought to challenge such rights. However, either WCIND or City may defend such action at its option and at its expense.

10. **TERM; TERMINATION.** The term of this Lease Agreement shall extend continuously and uninterrupted from the effective date and shall be automatically renewed annually unless terminated in writing by either Party. The City or WCIND has the right to terminate this Lease Agreement upon giving ninety (90) days advance written notice to the City or WCIND. Upon termination of this Lease Agreement, the City shall immediately vacate the Premises and peaceably yield the Premises in good and tenantable repair. It is understood and agreed upon by the Parties that the City has the right to remove its personal property from the Premises upon its departure.

11. **HOLDOVER.** If the City remains in possession of the Premises with the consent of WCIND after the termination of this Lease Agreement, a new tenancy from month to month will be created between WCIND and the City. The new tenancy will be subject to all terms and conditions of this Lease Agreement but will be terminable on thirty (30) days written notice served by either WCIND or the City on the other Party.

12. **SUBLETTING AND ASSIGNMENT.** The City may not assign this Lease Agreement, or sublet or grant any concession or license to use the Premises or any part of the Premises during the term of this Lease Agreement without written approval of WCIND. The City may assign this Lease Agreement in whole or in part or grant a concession or license to use the Premises to other law enforcement agencies subject to the terms and conditions of this Agreement, and prior written approval of WCIND Executive Director.

13. **DEFAULT.** If City shall default or permit a breach in whole or in part of any covenant, agreement, or stipulation hereof to be kept by it, WCIND may give City notice in writing to be sent by registered mail, of such breach or default and City shall have thirty (30) days after the notice within which to cure and rectify such breach or default, and in the event City does not within such thirty (30) day period cure and rectify such breach or default, then it shall be lawful for WCIND, its successors or assigns, without further notice, to declare this Agreement and privilege terminated and to demand possession of the Premises from City or any person or persons occupying same, without prejudice to any claim for damages, to which WCIND may be entitled.

a. WCIND's failure to give the notice mentioned in this Section shall not be construed as a waiver of any breach or default and City's failure to rectify same, as provided above, WCIND is hereby authorized, with or without process of law, to enter on the Premises, expel, remove and put off City, together with all property of every kind belonging to it, and repossess and enjoy the Premises as before the making of this Agreement. The waiver by WCIND of any breach of this Lease Agreement by the City will not be construed as a waiver of any subsequent breach(es) of any duty or covenant imposed by this Lease Agreement.

14. **RIGHT OF WCIND TO INSPECT.** WCIND, at any reasonable times, may enter into and upon the leased Premises for the purpose of viewing the Premises and for the purpose of making any repairs required under the terms of this Lease Agreement and to ensure compliance with the terms of this Lease Agreement, with or without any prior notice to the City.

15. **INDEMNIFICATION; SOVEREIGN IMMUNITY.** The City agrees to indemnify, defend and hold WCIND harmless from any and all claims, suits, judgments, damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorneys' fees arising out of any errors, omissions, and/or negligence of the City, its employees, agents or representatives during the term of this Lease Agreement. The City shall not be liable to, nor be required to indemnify WCIND for any damages arising out of any error, omission, and/or

negligence of WCIND, its employees, agents or representatives. Nothing contained in the Agreement shall constitute or shall be interpreted to be a waiver of sovereign immunity by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

**16. NOTICES; CONTACTS.** All formal notices required pursuant to this Agreement shall be made in writing to the following:

WCIND: Justin D. McBride, Executive Director  
200 E. Miami Avenue Venice, FL 34285  
Phone: (941) 485-9402 or 486-1872  
Fax: (941) 485-8394  
Email: [justin@wcind.net](mailto:justin@wcind.net)

City: Tom Mattmuller, Police Chief  
Venice Police Department  
1350 Ridgewood Avenue Venice, FL 34292  
Phone: (941) 486-2444  
Fax: (941) 480-3027  
Email: [tmattuller@venicegov.com](mailto:tmattuller@venicegov.com)

**17. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and supersedes and replaces any other Agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended only by a writing duly executed by authorized representatives of WCIND Executive Director and the City Police Chief.

**18. VENUE; GOVERNING LAW.** All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

**19. ATTORNEY'S FEES.** In the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party/parties its reasonable attorneys' fees and costs.

**20. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

**21. EFFECTIVE DATE.** This Agreement shall become effective upon the date of the last signatory hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective undersigned duly authorized officers as of the dates set forth below.

*[End of provisions – Signature page follows]*

**ATTEST: JUSTIN D. MCBRIDE,  
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION  
DISTRICT**

By: \_\_\_\_\_  
Justin D. McBride, Executive Director  
and Agency Clerk

By: \_\_\_\_\_  
Brian Hamman, Chair

Date: \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
Jed R. Schneck, Legal Counsel

**ATTEST:**

**CITY OF VENICE**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
John Holic, Mayor

Date: \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
City of Venice Attorney's Office

Attachments: Exhibit "A" – Description of Premises  
Exhibit "B" – Sovereignty Submerged Land Lease  
Exhibit "C" – Deed of Easement for Dock and Riparian Uses  
Exhibit "D" – Amended Airspace Agreement (Public Purpose Lease)

**STATE OF FLORIDA  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

ORIGINAL

**AGREEMENT NO. 18243**

<b>CFDA Title(s):</b> N/A	<b>CFDA No(s):</b> N/A
<b>Name of Federal Agency(s):</b> N/A	
<b>Federal Award No(s):</b> N/A	<b>Federal Award Year(s):</b> N/A
<b>Federal Award Name(s):</b> N/A	
<b>CSFA Title(s):</b> Derelict Vessel Removal Grant	<b>CSFA No(s):</b> 77.005
<b>State Award No(s):</b> 18243	<b>State Award Year(s):</b> 2018-2019
<b>State Award Name(s):</b> West Coast Inland Navigation District (WCIND) Derelict Vessel Removal Project	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “**Commission**,” and the West Coast Inland Navigation District (WCIND), FEID # 59-6002094, whose address is 200 East Miami Avenue, Venice, Florida 34285, hereinafter “**Grantee**.”

**WHEREAS**, the Commission and Grantee have partnered together to remove derelict vessels from the waters of the state; and,

**WHEREAS**, Grantee has been awarded Bulk Derelict Vessel Removal Grant 18243; and,

**WHEREAS**, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

**NOW THEREFORE**, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

**1. PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission’s request for competitive or other grant proposals, the Grantee’s response is hereby incorporated by reference.

## 2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

## 3. AGREEMENT PERIOD.

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 12/31/2019. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

## 4. COMPENSATION AND PAYMENTS.

- A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$22,327.50.
- B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).



- C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. **Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

[http://www.fldfs.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

## **5. RETURN OR RECOUPMENT OF FUNDS.**

- A. Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."
- B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

## **6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

- A. Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.
- B. Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

## 7. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

## 8. TERMINATION.

- A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

## 9. REMEDIES.

- A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

## 10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

### FOR THE COMMISSION:

Grant Manager  
Phil Horning  
Derelict Vessel Program Administrator  
Fish and Wildlife Conservation Commission  
620 S. Meridian Street, Room 2351  
Tallahassee, Florida 32399  
(850) 617-9540 Direct  
(850) 488-9284 Fax  
Phil.Horning@MyFWC.com

### FOR THE GRANTEE:

Grant Manager  
Mr. Justin McBride  
Executive Director  
West Coast Inland Navigation District  
200 East Miami Avenue  
Venice, Florida 34285  
(941) 485-9402 Office  
(941) 485-8394  
Tim@wcind.net

## 11. AMENDMENT.

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

## 12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

**A. Intellectual and Other Intangible Property.**

- i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

**B. Purchase or Improvement of Real Property**

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

**C. Non-Expendable Property.** The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are



circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).

- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

**D. Equipment and Supplies.** The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

**13. RELATIONSHIP OF THE PARTIES.**

- A. **Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

- E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

#### 14. SUBCONTRACTS.

- A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.”
- C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee’s or subcontractor’s employees whose qualifications or performance, in the Commission’s judgment, are insufficient.
- D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

#### 15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

- A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

- B. Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.
- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:  
  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
  - ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- C. Vendors on Scrutinized Companies List.**
- i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
- D. Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S.. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.
- E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to



the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

**F. Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**16. INSURANCE.**

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

**17. SPONSORSHIP.**

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

**18. PUBLIC RECORDS.**

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

- i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

- ii. Keep and maintain public records required by the Commission to perform the service.
- iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

#### 19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

#### 20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

#### 21. RECORD KEEPING REQUIREMENTS.

- A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this

Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

- C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <http://www.USASpending.gov>. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

## 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

## 23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
- iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means



whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

**24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. Copeland “Anti-Kickback Act.”** The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37



CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**G. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

**I. Prohibition against Lobbying.**

i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

**J. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).



- K. Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

## 25. CONTRACT-RELATED PROCUREMENT.

- A. PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

## 26. PROFESSIONAL SERVICES.

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **27. INDEMNIFICATION.**

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

## **28. NON-DISCRIMINATION.**

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

## **29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

**30. NO THIRD PARTY RIGHTS.**

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

**31. JURY TRIAL WAIVER.**

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

**32. PROHIBITION OF UNAUTHORIZED ALIENS.**

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

**33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

- A. Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
- C. Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
- D. E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).



- E. Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

**34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Agreement believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**35. TIME IS OF THE ESSENCE.**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

**36. ENTIRE AGREEMENT.**

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail;

this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.


**WEST COAST INLAND NAVIGATION DISTRICT****FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION**

SIGNATURE

Name:

Title:

Date:


  
Justin D. McBeck  
Executive Director  
4-11-19

SIGNATURE

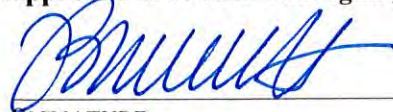
Name:

Title:

Date:

  
CHARLES BOYD III  
DEPUTY CHIEF  
4/18/19

Approved as to form and legality by FWC Attorney:

  
 SIGNATURE

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts
Exhibit	1	Federal and State Funding Detail
Attachment	C	Cost Reimbursement Contract Payment Requirements
Attachment	D	Derelict Vessel Removal Best Management Practices
Attachment	E	Letter of Return on Investment for the State
Attachment	F	Sample Invoice Form
Attachment	G	Monthly Progress Report
Attachment	H	Certificate of Completion

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	West Coast Inland Navigation District (WCIND) Derelict Vessel Removal Project	<b>FWC Agreement No.</b>	18243
----------------------	--	--------------------------	-------

### 1. PROJECT DESCRIPTION

- A. Purpose:** The purpose of this project is to remove five derelict vessels from the public waters of the state within the jurisdiction of Lee and Charlotte Counties (Jurisdiction of the West Coast Inland Navigation District), Florida.
- B. Project Benefits:** The removal of this derelict vessel will improve boating safety by removing a hazard to navigation. This project will also help to restore sensitive marine resources and improve water quality.

### 2. DELIVERABLE(S) Remove 5 derelict vessels

- A. Tasks:** The Grantee shall provide all labor, equipment, and materials to remove each derelict vessel listed below from the public waters of the state within the jurisdiction of WCIND and properly dispose of the vessels in the designated disposal location:

- 1) FWSW18OFF014866  
Description: 25' Penn Yan Cabin Cruiser: Reg: FL1382CU  
HIN: PYB26242M79B  
Location: 26 56.09472(N) / 082 21.024(W)  
Disposal: Landfill
- 2) FWSW18OFF019392  
Description: 23' Unknown Sailboat Reg: FL3370CU  
HIN: Unknown  
Location: 25 55.51398(N) / 082 21.25098(W)  
Disposal: Landfill
- 3) FWSW18OFF019389  
Description: 41' Unknown Sailboat Reg: DO551986  
HIN: 551986  
Location: 26 55.047(N) / 082 21.342(W)  
Disposal: Landfill

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	West Coast Inland Navigation District (WCIND) Derelict Vessel Removal Project	FWC Agreement No.	18243
----------------------	--	-------------------	-------

- 4) FWSW18OFF010201  
Description: 32' Carver Cabin Cruiser, Reg: FL8415LX  
HIN: CDRR6029D99  
Location: 26 41.69502(N) / 081 48.93102(W)  
Disposal: Landfill
  
- 5) FWSW18OFF018436  
Description: 30' Seidelmann Yacht Sailboat Reg: FL0237PM  
HIN: CDRR6029D99  
Location: 26 37.638(N) / 081 55.05048  
Disposal: Landfill

**B. Documentation used as evidence of performance:** The Grantee shall provide to the Commission a Final Disposition Report. This report shall contain the list of all derelict vessels removed, the disposition of each derelict vessel, and photographs that document the condition of each vessel prior to removal, the removal process for each vessel, and the final disposition of each vessel.

### 3. FINANCIAL CONSEQUENCES

The Commission may restrict payment of any or all costs for failure to complete the project as described herein within the timeframe allowed, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission officer verifying that the entire vessel for each task has been removed according to the project plan.

Failure of Grantee to have all receipts and evidence of project performance delivered to FWC on or before December 31, 2019, before close of business may jeopardize payment of funds to the Grantee per the agreement.

### 4. PERFORMANCE

**A. Acceptance of Agreement:** The Grantee will accept the agreement and have it signed and returned to the Commission within 30 days of receipt. Failure to have the agreement returned within the specified time will render the agreement null and void. In some cases, the Commission will allow a modified return time with prior notice and approval from the Commission's Contract Manager.

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	West Coast Inland Navigation District (WCIND) Derelict Vessel Removal Project	FWC Agreement No.	18243
----------------------	--	-------------------	-------

**B. Commencement of Work:** The Grantee shall commence work on the overall project as soon as notified by the Commission of the agreement execution. Failure by the Grantee to execute the work within 60 days of agreement execution shall result in the agreement being null and void, unless prior approval for a delay is granted by the Commission's Contract Manager.

**C. Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee has already included in the application the quote provided by the contractor chosen for the task and the Commission will not pay to the Grantee any more than 75 percent of the quoted price for each task or 75 percent of the actual cost if less than the quoted price. The Grantee will insure that the selected contractor has adequate insurance and is qualified to do the work. A copy of the state's Derelict Vessel Removal Best Management Practices, attached as Attachment D, will provide guidance as to whether or not the selected contractor is qualified to do the work.

**D. Closeout:** Final receipts with required evidence of completion will be received by the Commissions Contract Manager no later than December 31, 2019.

### 5. COMPENSATION AND PAYMENT

**A. Compensation:** For satisfactory completion of the tasks described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$22,327.50. The Grantee shall be reimbursed only for budgeted expenses that are directly related to the removal and disposal of vessels within the project.

**B. Cost Share:** The Grantee agrees to provide 25% or at least \$7,442.50 of the total cost of the project as indicated in the FWC Derelict Vessel Removal Grant Guidelines. The total compensation by the Commission shall be \$22,327.50 or 75% of the total cost for the project whichever is less.

**C. Salvage Value:** The Grantee shall be entitled to the salvage value of any grant-designated derelict vessel or any part(s) or accessories thereof, not used in the construction of a permitted artificial reef site, excluding the hull. All such salvage activities not essential to the physical removal of a derelict vessel shall be accomplished after the vessel has been removed from public waters. The salvage value of each vessel shall be deducted by the Grantee when determining the reimbursement request for the removal and disposal costs for each derelict vessel. Vessel hulls must be destroyed and not salvaged in whole. All salvaged materials from such vessels must be removed from the vessels before being sold for salvage. By law, such salvage values must offset the cost of removal to be allowed.



## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	West Coast Inland Navigation District (WCIND) Derelict Vessel Removal Project	FWC Agreement No.	18243
----------------------	--	-------------------	-------

- D. Forms and Documentation:** The Grantee shall be reimbursed on a cost reimbursement basis in accordance with 2011 Reference Guide for State Expenditures attached hereto and made a part hereof as Attachment C.

The request for reimbursement shall include an invoice in a format similar to Attachment F, Sample Invoice Form, which shall include the FWC Agreement Number, the Grantee's Federal Employer Identification (FEID) Number, and the dates of service. The invoice shall be accompanied by Attachment H: Certificate of Completion, photographs to document project removal and completion, an itemized list of all project expenditures, and copies of invoices and cancelled checks or check numbers to document payment for all project expenditures.

### 6. MONITORING

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission in its sole discretion determines that the Grantee failed to meet any of the terms or conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to achieve 100% compliance with all of the terms and conditions of this Agreement or failure to correct the deficiencies identified in a notice identifying deficiencies within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the terms of the Agreement.
- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the removal of project vessels. The Grantee shall notify the Commission's Contract Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Contract Manager, or designee, shall inspect the work accomplished on the project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment. All derelict vessel removal sites will be inspected by a Commission officer to verify the complete removal of the vessel as described in the Agreement.
- C. Project Progress Reports:** The Grantee shall submit to the Commission, on a monthly basis, project progress reports outlining the progress of the project, and identifying any problems that may have arisen and actions taken to correct such problems. Such reports shall be submitted on the Project Monthly Progress Report Form attached hereto and made a part hereof as Attachment G. Reports are due to the Commission's Contract Manager by the 15<sup>th</sup> of the month immediately following the reporting period until the Certificate of Completion is submitted.
- D. Best Management Practices:** The Grantee shall ensure that the contractor chosen to complete the tasks as indicated in this Scope of Work are both able and instructed to follow state Derelict Vessel Removal Best Management Practices (BMPs), (Attachment D). Failure to follow these BMPs may subject both the contractor and the Grantee to State or Federal fines and penalties if it is shown that these practices were not followed.

## Attachment A – SCOPE OF WORK

<b>Project Name:</b>	West Coast Inland Navigation District (WCIND) Derelict Vessel Removal Project	FWC Agreement No.	18243
----------------------	--	-------------------	-------

**A. Certificate of Completion:** Upon completion of the Project, the Contract Manager for the Grantee shall sign a Certificate of Completion form, Attachment H, attached hereto and made a part hereof, that certifies the project was completed in accordance with this Scope of Work and the Agreement. For reporting purposes this project will be submitted to the Executive Office of the Governor, a Letter of Return on Investment for the State is attached hereto and made part thereof as Attachment E to this agreement.

### **7. INTELLECTUAL PROPERTY RIGHTS**

No additional requirements. Refer to Section 12 of the Agreement.

### **8. SUBCONTRACTS**

No additional requirements. Refer to Section 14 of the Agreement.

### **9. INSURANCE**

No additional requirements. Refer to Section 16 of the Agreement.

### **10. SECURITY AND CONFIDENTIALITY**

No additional requirements. Refer to Section 20 of the Agreement.

### **11. RECORD KEEPING REQUIREMENTS**

No additional requirements. Refer to Section 21 of the Agreement.

### **12. NON-EXPENDABLE PROPERTY**

No additional requirements. Refer to Section 12 of the Agreement.

### **13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY**

No additional requirements. Refer to Section 12 of the Agreement.



## Attachment B AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

### MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Contract, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

### AUDITS

**PART I: FEDERALLY FUNDED.** If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Grantee expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Grantee expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after



December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.
- G. If the Grantee expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).
- H. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

**PART II: STATE FUNDED.** If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **\$500,000.00** in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Grantee expends less than **\$500,000.00** in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **\$500,000.00** in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:  
<https://apps.fldfs.com/fsaa/>.
- E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

### **PART III: REPORT SUBMISSION**

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:
1. The Commission at the following address:  
  
**Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**
  2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):  
  
**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**
  3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.
- B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Grantee received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

- C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

**Chief Financial Officer  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

- 2) The Auditor General's Office at the following address:

**Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450**

- D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

*- End of Attachment B -*



**Exhibit 1  
FEDERAL AND STATE FUNDING DETAIL**

**FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

<b>Federal Program(s) Funds</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount</b>
	N/A	
	Total Federal Awards	

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES  
AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>Federal Program(s) Compliance Requirements</b>	
<b>CFDA #</b>	<b>Compliance Requirements</b>
	N/A

**STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

<b>Matching Funds Provided by CFDA</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount of Matching Funds</b>
	Total Matching Funds Associated with Federal Programs	N/A

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

<b>State Project(s)</b>		
<b>CSFA #</b>	<b>CSFA Title</b>	<b>Amount</b>
77.005	FWC Derelict Vessel Removal Grant Program	\$22,327.50
	Total State Awards	\$22,327.50

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>State Project(s) Compliance Requirements</b>	
<b>CSFA #</b>	<b>Compliance Requirements</b>
77.005	Must adhere to FWC Derelict Vessel Removal Grant Program Guidelines (June 2016)

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

*- End of EXHIBIT 1 -*

## **COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS**

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

## **Derelict Vessel Removal Process**

Derelict vessels are existing impacts to the environment as well as boating safety hazards, impediments to navigation, and esthetic nuisances. Typically these vessels are found grounded on the edges of active waterways where they may have physical impacts on benthic and shoreline communities. However, the impact of these vessels is not limited to their immediate location. If left unattended, the influences of winds and tides continue to push the boats causing greater impact as they become more deeply mired into the environment. Early extraction of these vessels will avoid and minimize the environmental impacts. In addition to these physical impacts resulting from the movement of these vessel through the environment; there is the long term effect caused by their continued degradation and decay in the marine environment. These vessels may be constructed of various materials, such as wood, steel, aluminum, or fiberglass; each having varying degrees of resilience and can remain in the marine environment for extended periods of time. With the progression of time; the environmental impacts increase with the shading from the hull and displacement of live bottom and emergent vegetative communities resulting from the expansion of the debris field as the vessels disintegrates. The impacts resulting from the removal of these vessels during any stage is less than the impacts caused by the long-term presence of the vessel in the marine environment. Therefore the early detection and removal of these abandoned and derelict vessels is the best means of minimizing the individual or cumulative impacts to the environment.

## **Derelict Vessel Removal (FDEP) Permit Exemption**

An Exemption under Florida Administrative Code Chapter 62-330-051(5)(g) by Florida Department of Environmental Protection, has been established for the removal of derelict vessels. Based on the presumption that the extraction of these vessels from the marine environment will cause only minimal environmental impacts and in turn avoid the long-term impacts resulting from the degradation of the vessel at it current location. The environmental impacts are ameliorated by the application of the best management practices referenced below.

## **Florida Administrative Code Chapter 62-330-051(5)(g)**

(g) The removal of derelict vessels, as defined in Section 823.11(1), F.S., by federal, state, and local agencies, provided:

1. The derelict vessel case has been completed as specified in Section 705.103, F.S., and has been entered into the Statewide Derelict Vessel Database maintained by the Florida Fish and Wildlife Conservation Commission;
2. All work is done in a manner that, to the greatest practicable extent, avoids additional dredging or filling, grounding or dragging of vessels, and damage to



submerged resources such as seagrass beds, oyster beds, coral communities, mangroves, other wetlands, and live bottom; and

3. An absorbent blanket or boom shall be immediately deployed on the surface of the water around the derelict vessel if fuel, oil, or other free-floating pollutants are observed during the work.

#### **General Derelict Vessel Removal and Environmental Protection Best Management Practices**

The following best management practices (BMP's) will be employed by the marine contractor during the removal of derelict vessels. These BMP's will be incorporated into the contract for each vessel removal project. The marine contractor selected for the project will be required to show proof of their ability to meeting the BMP requirements with their contingency of equipment, staff and expertise in the removal of derelict vessels.

Compliance with these BMP's will be monitored by the County and by local Florida Fish and Wildlife Conservation Commission law enforcement officers. These BMP's are as follows:

a. All Work Is To Meet The Following Requirements:

1. Operations are to be limited to daylight hours.
2. Operations are to be staged from an upland area.
3. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the derelict vessel site.
4. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
5. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, and engine from the derelict vessel prior to extraction. Any contaminant or pollutant found to be contained within a derelict vessel shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of an absorbent blanket on the surface of the water around the derelict vessel within the turbidity barrier is required where free floating product (gas/oil) is observed.
6. The Contractor is to provide appropriate best management practices (BMPs) approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each derelict vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be installed within a ten (10) foot radius of the vessel being removed



prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.

7. The Contractor is to provide appropriate BMPs for erosion control and turbidity prevention around the vessels/barges being used to remove the derelict vessel and around the perimeter of any upland staging site (where necessary).
8. The Contractor is to monitor turbidity levels throughout removal work.
9. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict vessel from the water.
10. The Contractor will assess turbidity levels and allow them to return to an acceptable level similar to pre-project condition prior to removal of turbidity measures.
11. The dragging of vessels is to be avoided both on and off-shore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.
12. The Contractor will load derelict vessels onto a barge and/or flat bed truck (or similar) for proper disposal.
13. The Contractor is to photo-document all removals as described in Item 6 below with pictures taken before, during and after removal. The Contractor will provide a daily written report of all removal activities.

b. For Derelict Vessels That Are Floating or Lightly Aground:

1. The vessel is to be pumped out as needed and extracted (floated out) during high water.
2. Following extraction, the vessel is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

c. For Derelict Vessels That Are Hard Aground:

1. The vessel is to be approached using shallow draft vessels.
2. The vessel is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

d. For Derelict Vessels Sunken in Shallow Water:

1. Install and inflate flotation bags as needed.
2. Lift the vessel with barge mounted crane or similar equipment.



**Florida Fish  
and Wildlife  
Conservation  
Commission**

**Commissioners**

**Bo Rivard**  
Chairman  
Panama City

**Robert A. Spottswood**  
Vice Chairman  
Key West

**Joshua Kellam**  
Palm Beach Gardens

**Gary Lester**  
Oxford

**Gary Nicklaus**  
Jupiter

**Sonya Rood**  
St. Augustine

**Michael W. Sole**  
Tequesta

**Executive Staff**

**Eric Sutton**  
Executive Director

**Thomas H. Eason, Ph.D.**  
Assistant Executive Director

**Jennifer Fitzwater**  
Chief of Staff

**Division of Law**

**Enforcement**  
**Colonel Curtis Brown**  
Director

(850) 488-6251  
(850) 487-0463 FAX

*Managing fish and wildlife  
resources for their long-term  
well-being and the benefit  
of people.*

620 South Meridian Street  
Tallahassee, Florida  
32399-1600  
Voice: (850) 488-4676

Hearing/speech-impaired:  
(800) 955-8771 (T)  
(800) 955-8770 (V)

MyFWC.com

To: FWC Contract 18243 West Coast Inland Navigation District, Florida  
From: Phil Horning, Contract Manager  
RE: Return on Investment Reporting

This Memorandum is to document the Return of Investment reporting language as mandated and approved by Florida's Executive Office of the Governor, Office of Policy and Budget, in to FWC Contract 18243.

**Return of Investment reporting:**

The ultimate objective is for the vessel(s) to be removed from the water at the earliest possible time to prevent additional removal costs and potential damage by interfering with navigation or the environment. Removing vessels at the earliest possible time reduces the cost of removing vessels at a later time when they frequently sink or break apart thereby increasing removal costs. By eliminating these hazards from navigation, there is a reduced chance of injury or death associated with a collision between a boater and a derelict vessel thereby reducing risk to the boater, county and state.

Removing a greater number of derelict vessels reduces the number of environmental incidents of pollution caused by spilled fuels and oils and the leaching of caustic chemicals into the waters of the state. A reduction of derelict vessel damage to sea grasses, corals, and other benthic resources also increases value to our states natural resources and reduces restoration costs. Derelict vessels can also be a blight on working waterfronts, resort and residential areas. This blight can negatively affect the economy of these areas including use, sales and tourism.

Analysis at the program's conclusion will list the number of derelict vessels and/or total linear feet removed for both individual counties and the statewide total. The average cost for vessels removed and the average cost per linear foot will also be included. The report will measure the percentage of derelict vessels removed for both counties and the entire state based on the pre-program totals as listed in the Statewide Derelict Vessel Database.

## INVOICE

Billed to:

Fish and Wildlife Conservation Commission  
FWC Derelict Vessel Removal Grant Program  
620 South Meridian Street  
Tallahassee, Florida 32399-1600

Remit payment to:

Grantee: West Coast Inland Navigation District  
FEID #: 59-6002094  
Address: 200 E. Miami Ave, Venice, Florida 34285

Invoice No. 18243

Invoice Date:  
FWC Agreement #: 18243  
Amount of Grant Award: \$22,327.50

**Billing Period/Dates of Service:**

From: \_\_\_\_\_  
(Date Contactor Began Work)  
To: \_\_\_\_\_  
(Date Contractor Completed Work)

**PROJECT COSTS:**

In-kind Services – Non-cash expenses:	Amount
In-kind service: Administration	\$
In-kind service: Project Management	\$
In-kind service: Other	\$
Deliverables/Services Provided (Scope of Work) – Cash expenditures:	Amount
Vessel 1: FWSW18OFF014866	\$4,800.00
Vessel 2: FWSW18OFF019392	\$3,980.00
Vessel 3: FWSW18OFF019389	\$8,800.00
Vessel 4: FWSW18OFF010201	\$7,900.00
Vessel 5: FWSW18OFF018436	\$4,290.00

Total Project Cost: \$29,770.00

Grantee Share (25%): – \$ 7,442.50

Amount for Reimbursement: \$22,327.50

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: \_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_



**FLORIDA DERELICT VESSEL REMOVAL GRANT PROGRAM  
PROJECT PROGRESS REPORT**

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

**FWC Contract #** 18243 **Reporting Period (Month/Year):** \_\_\_\_\_

(Due 15 days after the end of each month)

**Grantee:** West Coast Inland Navigation District

**Project Title:** WCIND Derelict Vessel Removal Project

**1. Describe progress of project, including percent completed for each task in the Scope of Work:**

**2. Is project currently on schedule for completion by Phase I due date?** YES ☐ NO ☐

**Anticipated Phase I completion date:** \_\_\_\_\_

(If project is not on schedule, please explain any problems encountered and/or possible delays)

**3. Reporting requirements: (Check all that have been submitted to date)**

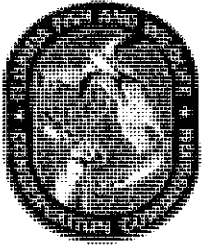
- ☐ Bid package
- ☐ Bid tabulation
- ☐ Progress photographs
- ☐ Final photographs
- ☐ Draft acknowledgement

\_\_\_\_\_  
**Project Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Phone**



# **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

## **FWC Derelict Vessel Removal Grant Program**

### **CERTIFICATION OF COMPLETION STATEMENT**

I, Justin McBride,

Representing the West Coast Inland Navigation District, do hereby certify that the FWC Derelict Vessel Removal Grant Program project funded by FWC Contract No.18243, has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

### **CERTIFICATE BY COMMISSION**

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**WEST COAST INLAND NAVIGATION DISTRICT  
RESOLUTION 2019-04**

**A RESOLUTION BY THE WEST COAST INLAND NAVIGATION DISTRICT AUTHORIZING USE OF THE UNITED STATES GENERAL SERVICES ADMINISTRATION RATES FOR TRAVEL EXPENSES.**

**WHEREAS**, West Coast Inland Navigation District Board members and staff travel in completion of their duties associated with the business of the District; and

**WHEREAS**, the travel expense rates outlined in Section 112.061 Florida Statutes, have been adopted by the current West Coast Inland Navigation District policy manual; and

**WHEREAS**, the travel expense rates have not been adjusted to reflect inflation or other economic factors since their inception in fiscal year 2005-2006; and

**WHEREAS**, Section 112.061 (14)(a), Florida Statutes, provides that special districts may establish rates that vary from the rates provided in Section 112.061 (6)(a), Florida Statutes the subsistence rates provided in Section 112.061 (6)(b), Florida Statutes, or the mileage rate provided in Section 112.061 (7)(d), Florida Statutes, by enactment of a resolution; and

**WHEREAS**, the United States General Services Administration provides per diem and subsistence allowance and mileage rates that are generally accepted and updated every three to five years;

**NOW, THEREFORE, THE WEST COAST INLAND NAVIGATION DISTRICT RESOLVES THAT:**

**HENCEFORTH, THE WEST COAST INLAND NAVIGATION DISTRICT SHALL USE THE UNITED STATES GENERAL SERVICES ADMINISTRATION PER DIEM AMOUNTS FOR BOARD AND STAFF TRAVEL FOR MEALS AND INCIDENTALS, LODGING, AND MILEAGE EXPENSES.**

**PASSED AND ADOPTED** at the regular meeting of the Board of Commissioners of the West Coast Inland Navigation District this 21st day of June, 2019, and certified as to passage by the following officers of the District.

---

**Carol Whitmore, Treasurer**

---

**Brian Hamman, Chairman**

---

**Charles Hines, Secretary**

---

**Christopher Constance, Vice Chair**

## WCIND FY 19-20 PRELIMINARY Budget Discussion

June 21st

- BOD consensus is required to determine District's proposed millage rate for submission to State of Florida by July 1<sup>st</sup>.
- Rate submitted is **PROPOSED ONLY**.
  - Board can vote a lower millage rate at subsequent meetings/hearings.
  - Board **CANNOT** vote a higher millage rate at subsequent meetings/hearings.
- **Staff recommends a proposed millage rate of 0.0394 – the current rate.**
- The current millage rate of 0.0394 is less than 20% of the 0.2 mills allowed by WCIND's enabling legislation.
- WCIND staff uses a conservative estimate of a 3% increase for district-wide property values for preliminary budget estimations.
- WCIND Staff has received preliminary totals for Member County Waterway Development Program requests.
- WCIND staff has preliminary budget estimates for District Operating Expenses, Regional Cooperative Assistance Program, and Regional Storm Response.
- WCIND Staff will provide full budget proposals prior to August 23rd meeting for full Board Discussion.
- 1<sup>st</sup> public hearing is set for Thursday September 12<sup>th</sup>, the second is set for Thursday September 19<sup>th</sup>.

**4. B WCIND Unauthorized Use of Property – Charlotte County/Palm Island (as of June 13, 2019)**

<b>WCIND Address</b>	<b>Adjacent / Unauthorized User Address</b>	<b>WCIND &amp; USACE Interest</b>	<b>Description of Unauthorized Use</b>	<b>Survey Date</b>	<b>Notice Date</b>	<b>Status</b>	<b>Recommended Action(s)</b>
370 N Gulf Blvd Placida, FL 33946	380 N Gulf Blvd Placida, FL 33946	WCIND: fee title to 80' x 240' lot USACE: 25' MPL easement over northernly 240'	<b>Trespass:</b> Landscape plantings & maintenance of hedges 3'-4' along boundary line (300 sq ft +/-) & 750 sq ft +/- area on east end <b>Encroachment:</b> paving stone driveway & irrigation lines 1'-2' along boundary line (150 sq ft +/-)	5/22/2017	11/10/2017 10/12/2018 (new policy notice)	<b>Unresolved.</b> 6/12/19 - License agreement for encroachment prepared; Owner to survey encroachments for costs estimates to remove; If necessary, license agreement authorizing the extension of time to remove encroachments will be considered at August 22, 2019, Board meeting. 1/27/19 - Owner's attorney confirmed request for extension of time to remove encroachments/entry of a license agreement.	370 N Gulf Blvd Placida, FL 33946





WCIND Address	Adjacent / Unauthorized User Address	WCIND & USACE Interest	Description of Unauthorized Use	Survey Date	Notice Date	Status	Recommended Action(s)
100 Kettle Harbor Dr Placida, FL 33946	110 Kettle Harbor Dr Placida, FL 33946	WCIND: fee title to 80' x 278' lot USACE: 25' MPL easement over northernly 278'	<b>Trespass:</b> Clearing 2,500 sq ft +/- area for shell driveway-turnaround area; vehicle & boat trailer parking; ornamental landscaping & maintenance in cleared area	4/27/2018	10/12/2018	<b>Unresolved.</b> 4/1/19 - Owners' do not engage local counsel. Original attorney requests to enter license agreement to allow encroachment/trespass. 3/28/19 - Site inspection shows continued use for driveway/access.	Negotiate & prepare terms of license agreement authorizing the extension of time to remove encroachments for consideration at June 21, 2019, Board meeting.



WCIND Address	Adjacent / Unauthorized User Address	WCIND & USACE Interest	Description of Unauthorized Use	Survey Date	Notice Date	Status	Recommended Action(s)
10400 Yacht Basin Dr Placida, FL 33946	10410 Yacht Basin Dr Placida, FL 33946	WCIND: fee title to 28-acre lot USACE: 25' MSA easement over westerly 15.05 acres & 25' MPL easement over southeasterly 730' bordering north of 10410 Yacht Basin Dr	<b>Trespass:</b> Clearing & landscape maintenance over 1 acre +/- area; dumping of 5,000 sq ft +/- debris pile; 1,000 sq ft +/- clearing for 6' shell path to debris pile; 500 sq ft +/- clearing for portion of shell driveway; Parked tractor. <b>Encroachment:</b> 6' x 40' concrete shuffleboard court; aerial tightropes, slacklines & related improvements; wood fence, irrigation & electric lines	4/13/2018	10/12/2018	<b>Unresolved.</b> 6/14/19 - Owners notified of WCIND's intent to remove all remaining encroachments and install fence along property line. 6/3/19 - Site inspection shows shuffle board, irrigation & electric lines, wood fence, and tractor remain. 3/28/19 - Site inspection shows aerial tightropes & slacklines removed but encroaching irrigation & electric lines discovered. Debris pile remains with fresh vegetative material added and a tractor is now parked on property. 12/21/18 - Site inspection shows encroachments remain. 10/25/18 - Owner responded indicating aerial tightropes, slacklines, junk and debris removed; acknowledges encroaching shuffle board; denies responsibility for 6' shell path and debris pile.	10400 Yacht Basin Dr Placida, FL 33946









## Justin McBride

---

**From:** Shawn Yeager <[syeager@scgov.net](mailto:syeager@scgov.net)>  
**Sent:** Friday, March 1, 2019 5:50 PM  
**To:** Justin McBride  
**Subject:** FW: Snake Island Abuses

Hi Justin,  
Our response is below – hope you have a good weekend

**From:** Nicole Rissler <[nrissler@scgov.net](mailto:nrissler@scgov.net)>  
**Sent:** Friday, March 1, 2019 5:46 PM  
**To:** [chcoyle](mailto:chcoyle@claibornehcoyle@gmail.com) <[chcoyle@claibornehcoyle@gmail.com](mailto:chcoyle@claibornehcoyle@gmail.com)>  
**Cc:** Shawn Yeager <[syeager@scgov.net](mailto:syeager@scgov.net)>  
**Subject:** RE: Snake Island Abuses

Good afternoon Mr. Coyle,  
Thank you for contacting Sarasota County Parks, Recreation and Natural Resources. I have reviewed your email and concerns. As you have indicated, Snake Island is the property of the West Coast Inland Navigational District (WCIND). We will relay your email to WCIND so they may have the opportunity to review. Thank you and I hope you have a nice weekend.

Nicole

**Nicole Rissler MBA, CPRP**  
Director  
Sarasota County Parks, Recreation and Natural Resources

1660 Ringling Blvd, Sarasota, FL 34236  
Office: 941-861-5405  
Cell: 941-780-2510  
Email: [nrissler@scgov.net](mailto:nrissler@scgov.net)  
Web: [www.scgov.net](http://www.scgov.net)



All email sent to and from Sarasota County Government is subject to the public record laws of the State of Florida. To learn more about Florida's Sunshine Law, click [here](#).



**From:** [chcoyle](mailto:chcoyle@claibornehcoyle@gmail.com) <[chcoyle@claibornehcoyle@gmail.com](mailto:chcoyle@claibornehcoyle@gmail.com)>  
**Sent:** Friday, March 1, 2019 9:36 AM  
**To:** Nicole Rissler <[nrissler@scgov.net](mailto:nrissler@scgov.net)>  
**Subject:** Snake Island Abuses



**Caution:** This email originated from an external source. **Be Suspicious of Attachments, Links and Requests for Login Information**

Dear Director Rissler,

I am writing you in regards to the activity and disturbances that occur with great regularity on Snake Island which lies within Venice Inlet and is surrounded by residential communities. I apologize in advance for the long letter but there is a great distress caused by Snake Islanders that needs to be addressed.

I understand that Snake Island may not be currently within your purview but I am hopeful that you can help either directly or by referring me to someone with authority who can.

Snake Island has been heavily promoted as a party place by various websites and individuals who have little respect for the neighborhoods and traditions of the Inlet.

My family has owned a small cottage directly across from Snake Island since July of 1950 when my Grandfather Coyle purchased it as a fishing retreat. We as a family have used the property largely off season for that purpose and for years it was rented "high season" to offset the costs of ownership. It is now the resident of my sister and I, as a resident of South Venice, visit the family cottage regularly.

Snake Island recently was "saved" from erosion by the West Coast Inland Navigation District. (see link for all the names of all the players: <https://www.heraldtribune.com/news/20140112/rescue-in-sight-for-eroded-popular-venice-island>)

What has happened since the Island was opened to the public is that it has become an unregulated party place for individuals many of whom play extremely loud music at all hours of day and night, drink and get rowdy, use profanity and loud voices, and live as if they are on perpetual Spring Break much to the detriment of all the residents (who pay hefty tax bills for the "privilege" of living on the Inlet).

It is common for Snake Islanders to build large bonfires on the beach area directly across from our cottage and the smoke that comes our way from the prevailing winds is annoying and a health hazard. On many evenings our porch windows must be closed to keep out the smoke and noise from the Snake Island party goers.

I appeal to you to help us find resolution for this unfortunate situation. The Inlet has always been a relatively quiet place. I remember a day when it was inhabited by native birds, not drunken revelers with ear splitting sound machines in their boats. I remember watching Great Blue Heron nest and raise their young in the tall pines, unmolested and successful in their chosen home. Today birds do not come to Snake Island as it has been overwhelmed by people and commotion.

Snake Island has traditionally been visited by boaters and there have always been some noisemakers but it was rare. Now the party rolls on day after day and is a serious detriment to all who are not part of the party. I am sure many of the folks on Snake Island are there because of the websites that promote it and they have no clue of the damage they do to the area. I'm sure they do not understand how easily sound carries across water and that almost everything they say can be heard by all on the other side of the waterway.

Property values suffer because of the "attractive nuisance" that is Snake Island.

In order to restore sanity there must be a governing body to regulate and police activity on Snake Island.

Campfires must be prohibited, period.

Radios must be at a low level or prohibited.

Drinking of alcoholic beverages must be prohibited.

Smoking (and the ensuing pollution of butts) must be prohibited.

In essence, Snake Island must return to being a beautiful place to visit to enjoy nature, be on the water, and meet and greet whomever else is there. It cannot continue as if it were an outdoor nightclub for those who choose to abuse the privilege of being there.

A great deal of money was spent to "save" Snake Island.

I sadly have to say that was done at the expense of peaceful enjoyment of the entire surrounding community.

Thank you for your time and attention to this matter,

Claiborne Coyle

1192 Seneca Rd, Venice FL 34293 941 525 6973



David Holland

937 Inlet Circle

Venice, FL 34285

941 587-7828

Holland941@aol.com

NOV 13 '18 17:01

Date: November 12, 2018

To: Mayor John Holic

Fr: David Holland

Re: Snake Island

Dear Mr. Mayor:

Approximately two weeks ago I met with you to request your assistance in getting Sarasota County Sheriff Dept. to get more involved with two issues involving Snake Island:

1. Request Sarasota County Sheriff Dept. to get evening coverage, especially on Friday, Saturday and Sunday nights. Also, request they honor Captain John Jernigan's promise to put a boat in the water in the evening hours when very loud boaters are partying on Snake Island. To date, they have refused every request. These noise makers are generally a small number repeat offenders. Stop them and the problem would be 90% corrected.
2. Work with Venice Police and Sarasota County Sheriff Dept. to stop open fires on Snake Island. Request "No Fires" signs put on Snake Island. However, without Police/Sheriff responding to fires they will only continue. As discussed in our meeting these fires are getting larger and larger and often go into the A.M. hours.

Mr. Mayor, it is my understanding that Captain John Jernigan may have retired; therefore, I would welcome the opportunity to visit with his replacement. You would of course be welcome at any such meeting.

I have also enclosed copies of the information I gave to you during our last meeting.

Your involvement last year has made a significant difference and it is my hope that with your continued support and assistance we can correct the remaining issues. As always, thank you.

I would very much appreciate hearing back from you.

Sincerely,



FILE COPY

## Oct. 29, 2018 Status Update on Snake Island Noise

### Mayor Holic's Feb. 6, 2017 email to Sarasota County officials

Mayor Holic's email was picked up by a Venice resident and placed it on social media. Unfortunately, it became common place for individuals to yell insults, profanity and even an occasional threat. Regretfully, a few boat owners continue the practice.

### Noise/Load Music

The loud music on Snake Island has dramatically improved during the daylight hours. This is due primarily to Sarasota Sheriff's Marine Officers greater involvement and attention to the Snake Island noise issue. Recently, Red Tide has kept the noise makers away. However, red tide has ended or at least diminished and the noise makers are returning.

Initially, Captain John Jernigan was very supportive to these efforts. However, his involvement gradually decreased and I believe he may have now retired. I have attempted to get the name and phone number of his replacement without success.

The greatest impact to improving the situation belongs to Sarasota County Sergeant Sam Lutz. He has made a genuine effort to combat the noise/music issue. He agreed to and supported greater attention was needed, but particularly during the evening hours and adjusted the time the Sheriff's boat was on the water. This was very helpful. Unfortunately, the Sheriff's office gradually reverted back to no or very little evening coverage. Sergeant Sam Lutz was also instrumental in getting several signs placed on the Island regarding noise, music and profanity. Signs have been helpful.

Currently, very loud individuals and groups continue to party on the island late at night without any consequence from Sarasota County Sheriff's office or Venice Police. I have tried to get the Sheriff's office to honor Captain John Jernigan promise to put a boat in the water when this occurs, but they have refused. Often the problem boaters are the same young individuals with Daddy's boat. These young people are causing at about 70% of the late night noise.

We have had nights when 8-10 boats full of young people take over the Island and party until into A.M. One of these nights I called the Venice Police out of desperation and begged them to

put their boat in the water. I even worked my way up the ranks continuing to beg them for help. The officer in charge even called the Captain at home for approval, but was refused.

FILE COPY

### New Problem – FIRES ON SNAKE ISLAND

When we first moved into our home the Snake Island Group frequently had small fires on the north western side of the Island. Fires more often occurred in the evening. In the last year or so large fires are now being built on the eastern beach area facing our home. If there is no wind, which is not often, the smoke doesn't bother us. However, when there is wind we are forced into our home and find it necessary to shut all our doors and windows. Last week we had to move our dinner party inside because of smoke from Snake Island. The prevailing winds are almost always directly at our house. Because the living area of our home is 12 ft. above the ground and 19 ft. above the water the wind sends the smoke directly toward our home. I have been advised that fires on Snake Island are already prohibited, but I do not know if this is factual.

### REQUESTS

1. Work with Sarasota County Sheriff's office to get evening boat coverage and attempt to get them to put a boat in the water when situation is serious enough to warrant it.
2. Allow Venice Police to send boat in evening hours when noise, music and fires are a serious problem. This would be at times Sarasota Sheriff's office either cannot or refuses to take action.
3. Work with Venice Police and Sarasota County to Stop open fires on Snake Island. Have signs placed on the Island "No fires". However, without police/sheriff responding fires with continue.

File Memo – March 1, 2017

FILE COPY

Captain John Jernigan visited our home to discuss my meeting with the Mayor of Venice regarding the loud music coming from a single boat beached on snake island on Saturday night Feb 5<sup>th</sup>. Boat had a very large Trump flag and another flag off the stern of the boat.

He told us that social media had been talking about me and said they had been using Snake Island for 40 years and would continue to do what they have always done. While the group that is at the island every night understood my complaint and even sometimes tried to get individuals to turn down their music it was generally without success.

We assured Captain Jernigan we have absolutely no problem with the regular groups and that they are generally respectful of the houses around the island.

He gave us the following:

Cell Phone 941 915-8447

Office phone 941 861-4893 or 861-5800

His email –jjernigan@scgov.net

Personal about Captain - with Sarasota Sheriff's dept. 26 years. Wife going to dental school and in May 2018 he will be retiring and moving for one year to northern Florida (panhandle) for her to do her residency. John is also a commercial fisherman and often anchors at Snake Island. People pay him to go fishing on one of his boats. Very nice you man.

**Captain John Jernigan told us to call him directly if another problem and he will have a boat put in the water to deal with problem.**

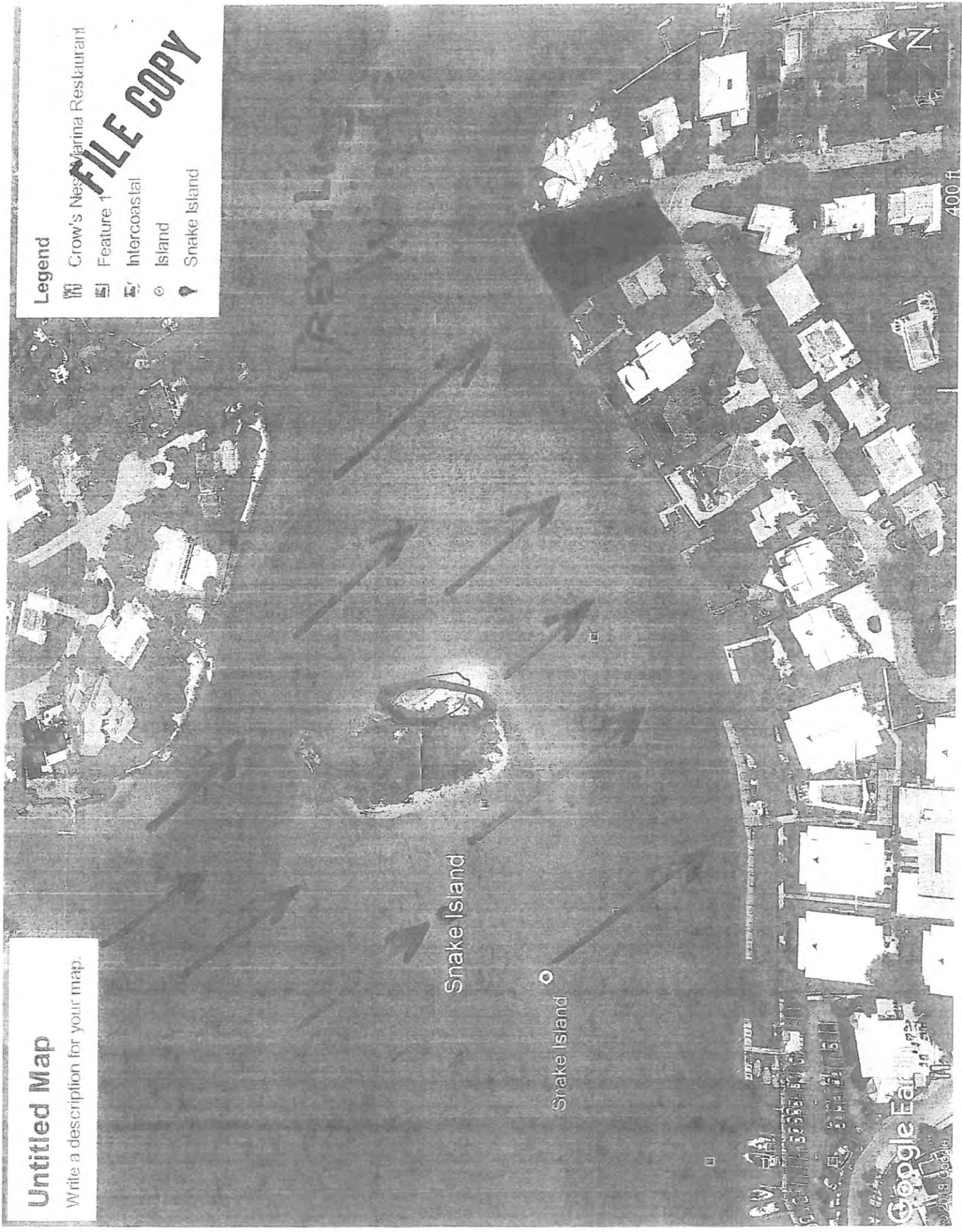


# Untitled Map

Write a description for your map.

## Legend

- Crow's Nest Marina Restaurant
- Feature 1
- Intercoastal
- Island
- Snake Island



## **EXECUTIVE DIRECTOR'S REPORT**

**June 21, 2019**

### **Manatee County**

- Warner's Bayou – Construction completed April 15
- Highland Shores – Construction completed May 16.

### **Charlotte County**

- Continuing engagement with encroachment issues on Palm Island.
  - Received bids for removal of debris and fencing on Palm Island properties
- Staff attending CHNEP meetings
- Punta Gorda PD vessel issue resolved
- Working with County Staff on out of cycle request from CCSO vessel

### **Lee County**

- Broadway Hogue/Intrepid Waters Dredge Project – Construction started April 22<sup>nd</sup> - Ongoing
- Moving forward with Punta Rasa Dredge plans
- Working with Staff on possible New Pass Dredge

### **Sarasota County**

- Lyons Bay dredging – DEP permits received, June 4<sup>th</sup> meeting with USACE moving permits along
- Preparing for Venice Inlet sand-trap dredging (SOW- DEP Agreement).
- USACE authorization for dock expansion of VPD/SCSO dock received – awaiting const. Start
- Working with USACE and Sarasota County on North/South Jetty Issues

### **Regional/District**

- Asked by FFWCC Boating and Waterways Division (Tallahassee) to facilitate a meeting with Member Counties RE: ATONS and Manatee signage – in progress
- Travelled to DC to meet with representatives to request Federal funds for GIWW projects
- Hosted District-wide AV/DV meeting on April 18th
- Incorporating Florida League of Cities Safety and Risk Improvement Assessment into Policy Manual
- USACE dredge project of Venice Inlet and GIWW **AWARDED to FL Dredge and Dock LLC**
- Preparing for review of operations/maintenance of North and South jetty walkways.
- Preparing for review of all agreements for parks/boat ramps/etc.

**Legislative Update** –I previously supplied the Florida Association of Special Districts (FASD) update from the 2019 Florida Legislative Session. I have pulled out the two items that have the most bearing on WCIND. These are followed by a brief discussion of a bill relating to long term storage of vessels and anchoring and mooring as it relates to contributing to derelict and abandoned vessels.

#### **ADA Website Compliance - DIED**

Many local governments in Florida, including a number of special districts, have been the target of lawsuits alleging that their websites are not ADA compliant, namely that the blind cannot read what is on the websites. The aim of these lawsuits does not appear to be actually making government websites ADA compliant but rather to generate quick financial settlements of the cases.



We drafted an amendment to remove certain documents from the list of items required by s. 189.069, F.S., to be on special district websites. Unfortunately, with the lack of germane bills moving this session, the amendment vehicle options were limited and the issue died. FASD will discuss pursuing this issue again next session.

#### Fuel Tax Credit - DIED

Under current law cities, counties and school districts are eligible to apply for a refund of the fuel taxes they pay on fuel purchased for official use. Special districts are not eligible for the credit. We pursued legislation that would grant districts the option to apply for the credit. The Revenue Estimating Conference considered the legislation estimated it will have a fiscal impact of \$1.2 million on the state.

We attempted to have the credit included in the tax reduction package, HB 7123. Ultimately, the Legislature adopted a limited tax reduction package that did not include the fuel tax credit. FASD will discuss pursuing this issue again next session.

#### Impact of Long Term Vessel Storage

HB 1221 and SB 1666 were introduced this session. One provision of these bills was a study of the impacts of long-term stored vessels on local communities and the state. The study was to investigate whether, and to what extent, long-term stored vessels and vessels anchored or moored outside of public mooring fields for more than 30 days contribute to the number of derelict and abandoned vessels on the waters of the state and provide recommendations for action. The bill was passed and was signed by the Governor. Unfortunately the study was not funded by the legislature this year. This item will be on our list of legislative priorities for next session.

June 5, 2018

## Monthly Report for the West Coast Inland Navigation District, FL

**TO:** Justin McBride, Executive Director

**FROM:** Jim Davenport, Partner

On May 20, the House Appropriations Committee approved the fiscal year (FY) 2020 Energy and Water Development, and Related Agencies bill on a vote of 31 to 21. The legislation funds the U.S. Army Corps of Engineers, Department of the Interior programs, the Department of Energy, and other related agencies.

For the Army Corps of Engineers, the bill provides a total of \$7.36 billion, an increase of \$357 million above the FY 2019 level and \$2.53 billion above the Administration's budget request. Funding for Operation and Maintenance is \$3.92 billion, an increase of \$183.5 million above the FY 2019 level and \$1.99 billion above the request.

The bill includes funding that would support maintenance dredging projects in the Corps Work Plan were as follows: \$60 million for Inland Waterways; \$90 million for Small, Remote or Subsistence Navigation; and \$73.8 million for Navigation Maintenance. Overall, these are very good numbers for WCIND as we head into the next fiscal year and seek additional funding in the FY 20 Work Plan.

Please contact me with any questions.

## **SWFMIA local government agenda items for the week of June 10, 2019**

### **Lee County No Meetings**

#### **City of Cape Coral Monday the 10<sup>th</sup> @ 4:30pm**

[Resolution 90-19 Award to Pavement Maintenance, LLC., the Saratoga Lake Park Shoreline Improvement project in the amount of \\$29,500; and award to Northeast Products and Services, Inc. the purchase of an Adaptive Kayak Launch in the amount of \\$38,600 for a total of \\$68,100 and approve a City controlled contingency of \\$3,950 \(\\$2,950 for the Shoreline improvement and \\$1,000 for the Kayak Launch \) for a total project cost of \\$72,050 and authorize the City Manager or Designee to execute the contract, contract amendment, purchase order and any related documents for the project. The Grant #12-00653 Saratoga Lake Park Improvements project awarded by the State of Florida Department of Environmental Protection Land and Water Conservation Fund Program for a maximum amount of \\$143,000 was accepted by Council via Resolution 60-16 on 5/9/16; Department: Parks and Recreation; Estimated dollar value: \\$72,050; \(Government Capital Project Fund\)](#)

### **City of Fort Myers No Meetings**

### **Town of Fort Myers Beach No Meetings**

### **City of Sanibel No Meetings**

### **City of Bonita Springs No Meetings**

### **Village of Estero No Meetings**

#### **Charlotte County Tuesday the 11<sup>th</sup> @ 9:00am**

##### Vacancies

**Harbour Heights Waterway Unit** is seeking one member to fill a vacant unexpired term through October 31, 2019.

**Northwest Port Charlotte Waterway Unit** is seeking two members to fill vacant unexpired terms through October 31, 2019 and October 31, 2020

[19-208, Award, Pirate Harbor Dredging \(Public Works\)](#)

- a) Approve Award of Bid #19-208, Pirate Harbor Dredging, to Brance Diversified, Inc. of Jacksonville, Florida, a total cost of \$535,500. This is for the dredging of the Pirate Harbor Outer Channel and Seagrass Mitigation; and
- b) Approve Resolution and budget adjustment BA19-031 in the amount of \$128,058.

Approve budget adjustment BA19-031 in the amount of \$128,058 to provide additional funding. Budgeted in the Dredging Capital Maintenance Plan, as approved in the FY19 budget process as amended. Funding is supplied from the Pirate Harbor Waterway MSBU assessments.

#### [WCIND Agenda, June 21, 2019](#)

Discussion and direction on the West Coast Inland Navigation District (WCIND) agenda for the upcoming meeting on June 21, 2019

#### **City of Punta Gorda No Meetings**

No issues

#### **Sarasota County No Meetings**

#### **City of North Port Tuesday the 11<sup>th</sup> @ 9:00am**

No issues

#### **City of Sarasota No Meetings**

#### **City of Venice Tuesday the 11<sup>th</sup> @ 9:00am**

Samantha Tanaka, Sarasota Scullers: 2nd Annual Battle of the Bridges Rowing Regatta in the City of Venice

#### **Town of Longboat Key No Meetings**

#### **Manatee County No Meetings**

#### **City of Anna Maria Thursday the 13<sup>th</sup> @ 6:00pm**

Web site is under construction no access to agendas

#### **City of Bradenton Beach**

New notice that new web site is coming soon

**City of Bradenton Wednesday the 12<sup>th</sup> @ 8:30am**

[2020 Bradenton Area River Regatta](#): Memorandum of Understanding between  
ISM-USA, LLC and the City of Bradenton

**City of Holmes Beach No Meetings**

Web site is under construction

**City of Palmetto No Meetings**

**Hillsborough County No Meetings**

**City of Tampa Thursday the 13<sup>th</sup> @ 6:00pm**

No issues

**Pinellas County No Meetings**

**Town of Belleair No Meetings**

**City of Belleair Beach No Meetings**

**City of Belleair Bluffs No Meetings**

**City of Clearwater No Meetings**

**City of Gulfport No Meetings**

**City of Indian Rocks Beach Tuesday the 11<sup>th</sup> @ 7:00pm**

No issues

**Town of Indian Shores Tuesday the 11<sup>th</sup> @ 5:00pm**

Discussion on buoys. (Ref.:Pgs.11-28) at workshop starting at 2:00pm

**City of Largo No Meetings**



**City of Madeira Beach Tuesday the 11<sup>th</sup> @ 6:00pm**

**Ordinance 2019-06, Amended Fees and Collections Procedures Manual and incorporate a Gulf of Mexico Commercial Fishing Fleet Discount -2nd Reading & Public Hearing – *Linda Portal, Community Development Director & Other Department Directors***

[Memo - Fee Schedule CP1LP](#)

[Ord. 2019-06](#)

[Exhibit A-Fees & Collection Procedure Manual](#)

[Gulf of Mexico Fishing Fleet Discount CP1](#)

[Memo - Table Games - Fees](#)

**Town of Redington Beach No Meetings**

**Town of North Redington Beach Thursday the 13<sup>th</sup> @ 6:00pm**

No issues

**Town of Redington Shores Wednesday the 12<sup>th</sup> @ 6:00pm**

No issues

**City of Oldsmar No Meetings**

**City of Safety Harbor No Meetings**

**City of Seminole Tuesday the 11<sup>th</sup> @ 6:00pm**

No issues

**City of South Pasadena Tuesday the 11<sup>th</sup> @ 7:00pm**

CONSIDERATION OF APPLICATION FOR SPECIAL EXCEPTION FROM MARINE MAX (GULFPORT MARINA, LLC) FOR 6810 GULFPORT BOULEVARD SOUTH, SOUTH PASADENA, FLORIDA, 33707.

**City of St. Pete Beach Tuesday the 11<sup>th</sup> @ 6:00pm**

No issues

**City of St. Petersburg No Meetings**

**City of Tarpon Springs Tuesday the 11<sup>th</sup> @ 6:30pm**

No issues

**City of Treasure Island No Meetings**

**Pasco County No Meetings**

**City of New Port Richey No Meetings**

**City of Port Richey Tuesday the 11<sup>th</sup> @ 7:30pm**

No issues

**Hernando County Tuesday the 11<sup>th</sup> @ 9:00am**

Resolution Recognizing Port Authority for Significant Contribution Towards Ghost Ship Deployment at Bendickson Artificial Reef

Resolution Increasing Annual Non-Ad Valorem Assessment for Hernando Beach Boatlift Municipal Service Benefit Unit and Budget Resolution Recognizing Proceeds From Line of Credit for Hernando Beach Boatlift Improvement Project

**Southwest Florida Water Management District No Meetings**

**South Florida Water Management District Thursday the 13<sup>th</sup> @ 9:00am**

No issues

**WCIND No Meetings**