

Regular Workshop – January 23, 2017  
Agenda Item 6

Agenda Item: Request for Authorization to Execute Interlocal Agreements with Sarasota County for Four Grant Agreements for West Coast Inland Navigation District (WCIND)

Presenter: Town Manager and Staff

Summary: The Town has applied and received four grants from WCIND. Each grant is accompanied by a Grant Agreement with Sarasota County with the Town of Longboat Key as a “SubGrantee”. The accompanying memo provides a summary of each grant and its purpose.

This item is placed on the January 23, 2017, Regular Workshop Meeting Consent Agenda for consideration. Pending action on the Consent Agenda, we recommend forwarding to the January 23, 2017, Special Meeting for formal action and authorization to execute the grant agreements.

Attachments: 1-17-17 Memo, Finance Director to Town Commission;  
Grant Agreements (4).

Recommended

Action: Pending discussion, forward to January 23, 2017 Special Meeting for formal action.

## MEMORANDUM

Date: January 17, 2017

**TO:** Town Commission  
**FROM:** Susan Smith, Finance Director  
**THROUGH:** Dave Bullock, Town Manager  
**SUBJECT:** Request for Authorization to Execute Interlocal Agreements with Sarasota County for Four Grant Agreements for West Coast Inland Navigation District

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Town staff has applied for, and received, four grants totaling \$488,577 from the West Coast Inland Navigation District (WCIND). Each grant is accompanied by a Grant Agreement between Sarasota County, the Subgrantor, and the Town, as Subgrantee, and requires authorization from the Town Commission. Below is a summary of each project.

WCIND Waterway Development Program Projects and Descriptions:

**1. Town of Longboat Key – Police Marine Unit (Project No. S-329)- \$ 70,000**

This grant relates to marine patrols on Sarasota area waters and associated equipment. Patrols include boating safety inspections, enforcement of boating laws, response to routine and emergency calls on the water. Also, provides assistance to other governmental units in arrests, drug seizures, intoxicated boater prevention and environmental situations.

**2. Town of Longboat Key – Derelict Vessel Removal (Project No. S-321)- \$ 10,000**

This grant relates to the removal of sunk, wrecked, and derelict vessels from the Intercoastal Waterway and local waters to ensure safe navigations.

**3. Town of Longboat Key – Bayfront Park Living Shoreline (Project No. S-320) - \$396,839**

This grant provides for the creation of a living shoreline educational walkway with bay access for boating and kayak opportunities along portions of the seawall. The project includes funding for parking, pedestrian access, boardwalks and a bridge/walkway over the canal along the mangrove fringe. It also includes funding for parking and kayak access ramp, kayak launch and storage, fishing piers, restrooms and picnic areas along the bay front. Handicap access for kayaks will also be included.

**4. Town of Longboat Key – Marine Fire Rescue Equipment (Project No. S-319) - \$11,738**

This grant provides funding to upgrade/overhaul the marine Fire Department vessel and includes funds for essential safety equipment including portable communications devices, forcible entry tools, binoculars and EMS equipment.

The Town included these grant revenues and related expenditures in the General Fund and Bayfront Park Budgets for FY2016-2017. The above listed Grant Agreements are Interlocal agreements that memorialize the obligations and commitments of the Town, Sarasota County, and WCIND with respect to the above described projects and the allocation and administration of the grant funds.

Staff recommends, pending consideration and approval of the Consent Agenda, that this item be forward to January 23, 2017 Special Meeting for formal action.

## GRANT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_ by and between Sarasota County, a political subdivision of the State of Florida, hereinafter "SUBGRANTOR" and the **Town of Longboat Key**, a municipal corporation of the State of Florida, hereinafter "SUBGRANTEE".

### WITNESSETH:

Whereas, the SUBGRANTOR has received a grant from the West Coast Inland Navigation District (WCIND) for the SUBGRANTEE to provide the Project elements, as described in **Exhibit 1**, "WCIND Waterway Development Program Project Agreement" (Project No. S-329) (the "Project") attached hereto and made a part hereof by reference.

Whereas, the SUBGRANTEE has provided the SUBGRANTOR with an itemized list of the funding sources and of the goods and services to be rendered for the Project, as described in **Exhibit 2**, attached hereto and made a part hereof by reference.

Now, therefore, the SUBGRANTOR and the SUBGRANTEE, in consideration of the mutual covenants herein, do agree as follows:

- I. The SUBGRANTEE agrees to complete all Project elements as described in Exhibit 1.
- II. The SUBGRANTOR shall reimburse SUBGRANTEE a sum not to exceed **\$70,000.00** for the expenditures incurred in the purchase of goods and services set out in Exhibit 2. The sum is equal to the amount of grant funding that WCIND has obligated to the SUBGRANTOR for the SUBGRANTEE's Project, pursuant to that certain WCIND Project Agreement dated September 16, 2016.
  - a. The SUBGRANTEE shall submit to the SUBGRANTOR requests for reimbursement for the work completed on the Project. The SUBGRANTEE shall pay for the expenditures directly, and shall submit proof of said payment along with an invoice.
  - b. The SUBGRANTEE shall be reimbursed by the SUBGRANTOR through payment issued by the Clerk of Circuit Court after receipt and written approval by the SUBGRANTOR's Administrative Agent of the SUBGRANTEE's request for reimbursement.

c. No funds shall be advanced by the SUBGRANTOR to or on behalf of the SUBGRANTEE. The funds paid by SUBGRANTOR to SUBGRANTEE shall under no circumstances exceed the funds paid by WCIND to SUBGRANTOR for the Project.

III. The SUBGRANTEE agrees to accomplish the work on this Project between October 1, 2016 and September 30, 2017.

Commencing October 1, 2016, the SUBGRANTEE shall provide SUBGRANTOR'S Administrative Agent quarterly written reports concerning the status of the Project. Any refusal of the SUBGRANTEE to timely file the quarterly written reports may cause unilateral cancellation of this Agreement by SUBGRANTOR.

If SUBGRANTEE needs an extension for filing its request for reimbursement, SUBGRANTEE must submit an extension request no later than August 14, 2017. Extension requests received after this date will not be considered and any remaining Grant funds will be forfeited. If the extension request is approved, SUBGRANTEE shall have 15 business days from the approval date to submit its reimbursement request or forfeit any remaining Grant funds. This Section shall survive the termination of this Agreement.

IV. **INSURANCE AND INDEMNIFICATION**

SUBGRANTEE agrees to maintain liability insurance coverage until completion of the Project and receipt of eligible Grant funds pursuant to this Agreement and to indemnify and save harmless the SUBGRANTOR, its agents, officials and employees against all injuries, deaths, losses, damage claim suits, liabilities, judgments, costs, attorney fees and expenses which may accrue against the SUBGRANTOR as a consequence of the intentional or negligent acts of the SUBGRANTEE's employees, agents or licensees. Provided, however, nothing contained in this paragraph shall constitute a waiver of sovereign immunity or of the limitations on liability provided to SUBGRANTEE under the Florida Constitution or general law. Further, the parties acknowledge that the SUBGRANTEE is self-insured. The terms of this Section shall survive the termination of this Grant Agreement.

## V. RESPONSIBILITIES OF THE SUBGRANTEE

- a. The SUBGRANTEE shall use the grant funds solely for the Project as outlined in Exhibit 1.
- b. The SUBGRANTEE is responsible for the professional quality, timely completion, and the coordination of all services furnished by the SUBGRANTEE under this Agreement.
- c. Neither the SUBGRANTOR's review, approval or acceptance of, nor payment for the goods and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement.
- d. The rights and remedies of the SUBGRANTOR provided for under this Agreement are in addition to any other rights and remedies provided by law.
- e. The SUBGRANTEE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SUBGRANTEE for the purpose of securing business which have been disclosed to the SUBGRANTOR in writing. For breach or violation of this warrant, the SUBGRANTOR shall have the right to annul this Agreement without liability or in its discretion, recover the full amount of such commission, percentage, brokerage, or contingent fee.
- f. The SUBGRANTEE shall comply with all Federal, State, and local laws, regulations and ordinances applicable to the work or payment for work thereof and hereby certifies that it is an equal opportunity employer and will not discriminate directly or indirectly against existing employees or applicants in employment practices on the basis of race, color, sex, age, religion, or national origin.
- g. The SUBGRANTEE shall maintain books, records, documents, and other evidence directly pertaining to or connected with the goods and services under this Agreement which shall be available and accessible at the SUBGRANTEE's offices for the purpose of inspection, audit, and copying during the normal business hours by WCIND and/or the SUBGRANTOR,

or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after the fiscal year in which this Agreement has been completed. The SUBGRANTEE shall also allow inspection of the Project by WCIND and the SUBGRANTOR at any time during normal business hours with **24 hours notice**. Any refusal of the SUBGRANTEE of this right of access for inspection and/or audit by WCIND and/or SUBGRANTOR can cause unilateral cancellation of this Agreement.

- h. If it becomes necessary for WCIND and/or SUBGRANTOR to demand a refund of any of the grant funds tendered pursuant to this Agreement, the SUBGRANTEE agrees to return said funds within sixty (60) days from the date of receipt of the Notice to Return Funds. This return of funds shall also include interest based on a rate from the State of Florida Administration Pool for the period from the date of receipt through date of return.

VI. In the event of any material breach of this Agreement or default on the part of the SUBGRANTEE, if not promptly and fully cured within thirty (30) calendar days after notice from the SUBGRANTOR, the SUBGRANTOR at its option, shall receive a refund from SUBGRANTEE of all grant funds advanced prior to such material breach or default.

## VII. OBLIGATIONS OF SUBGRANTOR

- a. The SUBGRANTOR's Administrative Agent is designated to serve as Project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. The responsibility of the SUBGRANTOR's Administrative Agent shall include:
  - (1) Examination of all goods and services provided by the SUBGRANTEE, and timely provide written decisions, if any, pertaining thereto so as not to delay the work of the SUBGRANTEE.
  - (2) Transmission of instructions, receipt of information, interpretation and definition of WCIND and SUBGRANTOR policies and decisions with respect to other matters pertinent to the work covered by this Agreement.

- (3) Review all of the SUBGRANTEE's documents and payment requests.
- b. The SUBGRANTOR's Administrative Agent may provide periodic review of the project for the duration of this Agreement and may make other SUBGRANTOR personnel available where required and necessary to assist the SUBGRANTEE. The availability and necessity of said personnel to assist the SUBGRANTEE shall be determined solely within the discretion of the SUBGRANTOR.

#### VIII. MISCELLANEOUS

- a. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written. No amendment, change, or addendum to this Agreement is enforceable into this Agreement.
- b. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- c. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida, and the sole jurisdiction for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida.
- d. If any term, condition, or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable; the remaining provision of this Agreement shall be valid and binding on each party.
- e. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement, and those executing this Agreement have all the requisite power and authority to bind the parties.
- f. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses listed below:

**SUBGRANTEE:**

NAME: Pete Cumming  
TITLE: Chief of Police  
ADDRESS: 501 Bay Isles Road  
Longboat Key, FL 34228  
PHONE: 941-613-1999 x1414

**SUBGRANTOR:**

NAME: Laird S. Wreford,  
Administrative Agent  
TITLE: Coastal Resource Manager  
ADDRESS: Natural Resources  
1001 Sarasota Center Blvd.  
Sarasota, FL 34240

IN WITNESS WHEREOF, the SUBGRANTOR and SUBGRANTEE have executed the Agreement as of the date first above written.

**WITNESS:**

**SUBGRANTEE:**

Town of Longboat Key

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
Terry Gans, Mayor

By: \_\_\_\_\_  
Town Attorney

Approved as to form and correctness:

**COUNTY:**  
**BOARD OF COUNTY COMMISSIONERS**  
**OF SARASOTA COUNTY, FLORIDA**

BY: \_\_\_\_\_  
County Attorney

BY: \_\_\_\_\_  
Thomas A. Harmer,  
County Administrator  
Executed pursuant to authorization  
of the Board of County Commissioners

DATE: \_\_\_\_\_

# EXHIBIT 1

**WEST COAST INLAND NAVIGATION DISTRICT**  
**WCIND WATERWAY DEVELOPMENT PROGRAM**  
**PROJECT AGREEMENT**

**Project No. S-329 (Town of Longboat Key – Police Marine Unit) (FY16/17)**  
**Approval Date September 16, 2016 (WCIND Board)**

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as “WCIND,” and Sarasota County, hereinafter referred to as the COUNTY, in pursuance of a waterway development project approved under the WCIND Waterway Development Program, hereby agree to the following terms and conditions:

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, Florida Administrative Code, WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as Town of Longboat Key – Police Marine Unit (FY16/17), WCIND Project No. S-329, in accordance with the following project elements:

**Marine patrol public service on Sarasota area waters, along with associated equipment.**

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

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$70,000.00 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

7. WCIND reserves the right to inspect the project as well as the right to audit any and all financial records pertaining to the project at any reasonable time. This Agreement can be unilaterally canceled by WCIND should the COUNTY refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

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

12. Justin McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due on December 31, March 31, June 30, and September 30) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

13. It shall be the responsibility of the COUNTY to secure all required permits.

14. The COUNTY shall insure that all purchases of goods and services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287 of the Florida Statutes, or the COUNTY Procurement Code, as applicable.

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

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

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

WITNESS:

*Joan Verlaecke*  
Signature  
Joan VERLAECKE  
Print

WEST COAST INLAND NAVIGATION DISTRICT

BY: *Steph R. ...*  
Chairman

Date: 1/4/2017

Approved as to form and correctness:

BY: *Valent Schneider*  
Deputy County Attorney

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: *THA*  
Thomas A. Harner,  
County Administrator  
Executed pursuant to authorization  
of the Board of County Commissioners

DATE: 12/27/16

**EXHIBIT 'A'**  
**DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS**

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
  - 1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
  - 2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

**EXHIBIT 'B'**  
**MATCHING FUNDS CERTIFICATION REQUIREMENT**

Each county must certify that matching funds requirements were met as per the application when they request payment.

## EXHIBIT "C"

### GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT, NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION AND RECREATION

#### LAW ENFORCEMENT – 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

#### NAVIGATION IMPROVEMENT PROJECTS – 100%

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

#### ENVIRONMENTAL EDUCATION PROJECTS - 100%

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

#### BOATING SAFETY AND EDUCATION – 50% MATCH FUNDED

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

#### BOATING RECREATION - 50% MATCH FUNDED

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

WEST COAST INLAND NAVIGATION DISTRICT  
WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM

PROJECT NUMBER: S-329  
(W.C.I.N.D.)

DATE: FY17  
(FISCAL YEAR)

1. APPLICANT: Longboat Key Police Department

2. TYPE OF PROJECT: Law Enforcement

3. PROJECT TITLE: Longboat Key Police Marine Patrol

4. PROJECT LOCATION: Longboat Key coastal waterway in Sarasota County, and Sarasota Bay ICW to the shoreline of Longboat Key and to the Gulf of Mexico

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: This project consists of marine patrol public service on Sarasota area waters, along with associated equipment. The longboat Key Police Department Marine Patrol Unit patrols, the waterways of Longboat Key and parts of Sarasota County. They conduct boating safety inspections, enforce boating laws and respond to routine and emergency calls on the water. The Marine Patrol Unit also assists the City of Sarasota, the Sarasota County Sheriff's Office, Drug Enforcement Administration, US Customs and the US Coast Guard. Marine Patrol Officers play an instrumental role in successful arrests, drug seizures, intoxicated boater prevention and works on environmental situations that arise along the Town of Longboat Key and Sarasota County.

6. TYPE AND STATUS OF REQUIRED PERMITS, EASEMENTS OR LEASES:

TYPE: N/A STATUS: N/A

7. ESTIMATED COMPLETION DATE: September 30, 2017

8. REQUIRED ATTACHMENTS:

A. VICINITY MAP

B. SITE DEVELOPMENT PLAN

C. PROJECTED COMPLETION DATE

WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM- CONTINUED

9. WCIND FUNDS REQUESTED: \$70,000 DOLLARS

10. LIST AMOUNT (S) AND SOURCE (S) OF OTHER PROJECT FUNDS.

ATTACH SEPARATE SHEET CLEARLY IDENTIFYING AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 FS AND RULE 16S-2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXCEPTED PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$70,000 DOLLARS

12. APPLICANT IDENTIFICATION:

APPLICANT COUNTY: Sarasota

LOCATED IN CITY OF: Longboat Key (IF APPLICABLE)

LIAISON AGENT: Laird S. Wreford, Coastal Initiatives Manager

APPOINTED REPRESENTATIVE OF: Sarasota COUNTY, BOARD OF  
(NAME OF COUNTY) COUNTY COMMISSIONERS

OR:

APPOINTED REPRESENTATIVE OF: N/A STATE OF FLORIDA  
(NAME OF DEPARTMENT)

ADDRESS: 1001 Sarasota Center Blvd  
Sarasota, Florida 34240

TELEPHONE NO.: 941-809-7491

13. SIGNATURE: Laird S. Wreford

DATE: 5-26-16

## EXHIBIT 2

### West Coast Inland Navigation District (WCIND) Waterway Development Program Grants - Sarasota County Grant Application

#### Instructions for Submission of WCIND Applications:

1. Please note that funding is limited, therefore, ensure that your proposal outlines exactly what your agency intends to complete if funding is awarded.
2. Grants are awarded for a period of one year, from October 1<sup>st</sup> through September 30<sup>th</sup>.
3. Note that certain grant categories require matching funds (please see the attached Guidelines). In-kind matches may be accepted on a case-by-case basis. Please consult with the staff liaison for additional information.
4. Applications may be submitted to Sarasota County during the annual solicitation period from February 1<sup>st</sup> through March 31<sup>st</sup>. Deadlines are final and any application posted after the closing deadline will be declared ineligible.
5. Applications must be complete. If an answer is not applicable to your proposal please indicate N/A on the corresponding line.
6. Please make sure that all required attachments are included. Applicants are encouraged to provide any additional information that will make a proposal more competitive.
7. Applications may be submitted online, electronically via facsimile or e-mail, or by US Mail to:

Laird Wreford, Coastal Initiatives Manager [County Liaison]  
Sarasota County Environmental Protection Division  
1001 Sarasota Center Boulevard  
Sarasota, FL 34240  
fax: 941-861-6267  
e-mail: [lwreford@scgov.net](mailto:lwreford@scgov.net)

#### 1. Applicant Identification:

Organization Requesting Grant: Town of Longboat Key Police Department

Organization Address: 501 Bay Isles Rd.

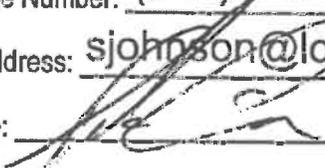
Longboat Key, FL 34228

Contact Person: Sharon Johnson

Title: Accountant

Telephone Number: (941) 316-1999, ext. 1414

E-Mail Address: sjohnson@longboatkey.org

Signature: 

Date: 4/18/16

PETE CUMMINS, CHIEF OF POLICE

2. Application Date: 4/18/16 For Fiscal Year: FY16/17

3. Type of Project (WCIND Category) – please check:
- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Law Enforcement | <input type="checkbox"/> Environmental Education      | <input type="checkbox"/> Boating Recreation |
| <input type="checkbox"/> Navigation Improvement     | <input type="checkbox"/> Boating Safety and Education |   |

4. Project Title: Longboat Key Police Marine Patrol

5. Project Location: Longboat Key coastal waterway in Sarasota County-Sarasota Bay ICW to the shoreline of Longboat Key and the Gulf of Mexico

6. Project Description and Public Benefit to Result: (Attach additional sheet as necessary)

This project consists of marine patrol public service on Sarasota area waters, along with associated equipment. The Longboat Key Police Department Marine Patrol Unit patrols the waterways of Longboat Key and parts of Sarasota County. It conducts boating safety inspections, enforces boating laws and responds to routine and emergency calls on the water. The Marine Patrol Unit also assists the City of Sarasota, the Sarasota County Sheriff's Office, Drug Enforcement Administration, US Customs and US Coast Guard. The Marine Patrol Officer plays an instrumental role in successful arrests, drug seizures, intoxicated boater prevention and works on environmental situations that arise along the Town of Longboat Key and Sarasota County.

7. Type and Status of Required Permits, Easements, or Leases:

Type: N/A Status: N/A

8. Estimated Completion Date: September 30, 2017

9. Estimated Total Cost of the Project: \$ 70,000.00

10. WCIND Funds Requested: \$ 70,000.00

11. Please Submit the Following as Attachments – check all that apply:

- |   |                              |
|---|------------------------------|
| <input type="checkbox"/> A map showing the general project vicinity (if applicable)                   | <input type="checkbox"/> N/A |
| <input type="checkbox"/> A site development plan (if applicable)                                      | <input type="checkbox"/> N/A |
| <input type="checkbox"/> A list of the amount(s) and source(s) of other project funds (if applicable) | <input type="checkbox"/> N/A |

**Guidelines to Define Funding Conditions for Law Enforcement,  
Navigation, Environmental Education, Boating Safety Education and  
Recreation**

**LAW ENFORCEMENT – 100%**

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of the ad valorem proceeds per county in which the grant is requested.
- E. Activity reports must be submitted quarterly and with each grant payment request.

**ATTACHMENTS:** Jurisdictional maps, photos/specifications for equipment.

**NAVIGATION IMPROVEMENT PROJECTS – 100%**

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.
- C. Activity reports must be submitted quarterly and with each grant payment request.

**ATTACHMENTS:** Examples of signage.

**ENVIRONMENTAL EDUCATION PROJECTS – 100%**

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

**ATTACHMENTS:** Calendar of classes, lesson plans.

**BOATING SAFETY AND EDUCATION – 50% MATCH FUNDED**

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

**ATTACHMENTS:** Calendar of classes, photos/specifications for equipment.

**BOATING RECREATION – 50% MATCH FUNDED**

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation.
- E. Activity reports must be submitted quarterly and with each grant payment request.

**ATTACHMENTS:** Maps, photos, drawings, specifications

## GRANT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by and between Sarasota County, a political subdivision of the State of Florida, hereinafter "SUBGRANTOR" and the **Town of Longboat Key**, a municipal corporation of the State of Florida, hereinafter "SUBGRANTEE".

### WITNESSETH;

Whereas, the SUBGRANTOR has received a grant from the West Coast Inland Navigation District (WCIND) for the SUBGRANTEE to provide the Project elements, as described in **Exhibit 1**, "WCIND Waterway Development Program Project Agreement" (Project No. S-321) (the "Project") attached hereto and made a part hereof by reference.

Whereas, the SUBGRANTEE has provided the SUBGRANTOR with an itemized list of the funding sources and of the goods and services to be rendered for the Project, as described in **Exhibit 2**, attached hereto and made a part hereof by reference.

Now, therefore, the SUBGRANTOR and the SUBGRANTEE, in consideration of the mutual covenants herein, do agree as follows:

- I. The SUBGRANTEE agrees to complete all Project elements as described in Exhibit 1.
- II. The SUBGRANTOR shall reimburse SUBGRANTEE a sum not to exceed **\$10,000.00** for the expenditures incurred in the purchase of goods and services set out in Exhibit 2. The sum is equal to the amount of grant funding that WCIND has obligated to the SUBGRANTOR for the SUBGRANTEE's Project, pursuant to that certain WCIND Project Agreement dated September 16, 2016.
  - a. The SUBGRANTEE shall submit to the SUBGRANTOR requests for reimbursement for the work completed on the Project. The SUBGRANTEE shall pay for the expenditures directly, and shall submit proof of said payment along with an invoice.
  - b. The SUBGRANTEE shall be reimbursed by the SUBGRANTOR through payment issued by the Clerk of Circuit Court after receipt and written approval by the SUBGRANTOR's Administrative Agent of the SUBGRANTEE's request for reimbursement.

c. No funds shall be advanced by the SUBGRANTOR to or on behalf of the SUBGRANTEE. The funds paid by SUBGRANTOR to SUBGRANTEE shall under no circumstances exceed the funds paid by WCIND to SUBGRANTOR for the Project.

III. The SUBGRANTEE agrees to accomplish the work on this Project between October 1, 2016 and September 30, 2017.

Commencing October 1, 2016, the SUBGRANTEE shall provide SUBGRANTOR'S Administrative Agent quarterly written reports concerning the status of the Project. Any refusal of the SUBGRANTEE to timely file the quarterly written reports may cause unilateral cancellation of this Agreement by SUBGRANTOR.

If SUBGRANTEE needs an extension for filing its request for reimbursement, SUBGRANTEE must submit an extension request no later than August 14, 2017. Extension requests received after this date will not be considered and any remaining Grant funds will be forfeited. If the extension request is approved, SUBGRANTEE shall have 15 business days from the approval date to submit its reimbursement request or forfeit any remaining Grant funds. This Section shall survive the termination of this Agreement.

#### IV. INSURANCE AND INDEMNIFICATION

SUBGRANTEE agrees to maintain liability insurance coverage until completion of the Project and receipt of eligible Grant funds pursuant to this Agreement and to indemnify and save harmless the SUBGRANTOR, its agents, officials and employees against all injuries, deaths, losses, damage claim suits, liabilities, judgments, costs, attorney fees and expenses which may accrue against the SUBGRANTOR as a consequence of the intentional or negligent acts of the SUBGRANTEE's employees, agents or licensees. Provided, however, nothing contained in this paragraph shall constitute a waiver of sovereign immunity or of the limitations on liability provided to SUBGRANTEE under the Florida Constitution or general law. Further, the parties acknowledge that the SUBGRANTEE is self-insured. The terms of this Section shall survive the termination of this Grant Agreement.

V. RESPONSIBILITIES OF THE SUBGRANTEE

- a. The SUBGRANTEE shall use the grant funds solely for the Project as outlined in Exhibit 1.
- b. The SUBGRANTEE is responsible for the professional quality, timely completion, and the coordination of all services furnished by the SUBGRANTEE under this Agreement.
- c. Neither the SUBGRANTOR's review, approval or acceptance of, nor payment for the goods and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement.
- d. The rights and remedies of the SUBGRANTOR provided for under this Agreement are in addition to any other rights and remedies provided by law.
- e. The SUBGRANTEE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SUBGRANTEE for the purpose of securing business which have been disclosed to the SUBGRANTOR in writing. For breach or violation of this warrant, the SUBGRANTOR shall have the right to annul this Agreement without liability or in its discretion, recover the full amount of such commission, percentage, brokerage, or contingent fee.
- f. The SUBGRANTEE shall comply with all Federal, State, and local laws, regulations and ordinances applicable to the work or payment for work thereof and hereby certifies that it is an equal opportunity employer and will not discriminate directly or indirectly against existing employees or applicants in employment practices on the basis of race, color, sex, age, religion, or national origin.
- g. The SUBGRANTEE shall maintain books, records, documents, and other evidence directly pertaining to or connected with the goods and services under this Agreement which shall be available and accessible at the SUBGRANTEE's offices for the purpose of inspection, audit, and copying during the normal business hours by WCIND and/or the SUBGRANTOR,

or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after the fiscal year in which this Agreement has been completed. The SUBGRANTEE shall also allow inspection of the Project by WCIND and the SUBGRANTOR at any time during normal business hours with **24 hours notice**. Any refusal of the SUBGRANTEE of this right of access for inspection and/or audit by WCIND and/or SUBGRANTOR can cause unilateral cancellation of this Agreement.

- h. If it becomes necessary for WCIND and/or SUBGRANTOR to demand a refund of any of the grant funds tendered pursuant to this Agreement, the SUBGRANTEE agrees to return said funds within sixty (60) days from the date of receipt of the Notice to Return Funds. This return of funds shall also include interest based on a rate from the State of Florida Administration Pool for the period from the date of receipt through date of return.

VI. In the event of any material breach of this Agreement or default on the part of the SUBGRANTEE, if not promptly and fully cured within thirty (30) calendar days after notice from the SUBGRANTOR, the SUBGRANTOR at its option, shall receive a refund from SUBGRANTEE of all grant funds advanced prior to such material breach or default.

## VII. OBLIGATIONS OF SUBGRANTOR

- a. The SUBGRANTOR's Administrative Agent is designated to serve as Project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. The responsibility of the SUBGRANTOR's Administrative Agent shall include:
  - (1) Examination of all goods and services provided by the SUBGRANTEE, and timely provide written decisions, if any, pertaining thereto so as not to delay the work of the SUBGRANTEE.
  - (2) Transmission of instructions, receipt of information, interpretation and definition of WCIND and SUBGRANTOR policies and decisions with respect to other matters pertinent to the work covered by this Agreement.

- (3) Review all of the SUBGRANTEE's documents and payment requests.
- b. The SUBGRANTOR's Administrative Agent may provide periodic review of the project for the duration of this Agreement and may make other SUBGRANTOR personnel available where required and necessary to assist the SUBGRANTEE. The availability and necessity of said personnel to assist the SUBGRANTEE shall be determined solely within the discretion of the SUBGRANTOR.

## VIII. MISCELLANEOUS

- a. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written. No amendment, change, or addendum to this Agreement is enforceable into this Agreement.
- b. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- c. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida, and the sole jurisdiction for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida.
- d. If any term, condition, or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable; the remaining provision of this Agreement shall be valid and binding on each party.
- e. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement, and those executing this Agreement have all the requisite power and authority to bind the parties.
- f. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses listed below:

**SUBGRANTEE:**

NAME: Pete Cumming  
TITLE: Chief of Police  
ADDRESS: 501 Bay Isles Road  
Longboat Key, FL 34228  
PHONE: 941-613-1999 x1414

**SUBGRANTOR:**

NAME: Laird S. Wreford,  
Administrative Agent  
TITLE: Coastal Resource Manager  
ADDRESS: Natural Resources  
1001 Sarasota Center Blvd.  
Sarasota, FL 34240

IN WITNESS WHEREOF, the SUBGRANTOR and SUBGRANTEE have executed the Agreement as of the date first above written.

**WITNESS:**

**SUBGRANTEE:**

Town of Longboat Key

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
Terry Gans, Mayor

By: \_\_\_\_\_  
Town Attorney

Approved as to form and correctness:

**COUNTY:**  
BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: \_\_\_\_\_  
County Attorney

BY: \_\_\_\_\_  
Thomas A. Harmer,  
County Administrator  
Executed pursuant to authorization  
of the Board of County Commissioners

DATE: \_\_\_\_\_

WEST COAST INLAND NAVIGATION DISTRICT  
WCIND WATERWAY DEVELOPMENT PROGRAM  
PROJECT AGREEMENT

Project No. S-321 (Town of Longboat Key – Derelict Vessel Removal) (FY16/17)  
Approval Date September 16, 2016 (WCIND Board)

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as “WCIND,” and Sarasota County, hereinafter referred to as the COUNTY, in pursuance of a waterway development project approved under the WCIND Waterway Development Program, hereby agree to the following terms and conditions:

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, Florida Administrative Code, WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as Town of Longboat Key – Derelict Vessel Removal (FY16/17), WCIND Project No. S-321, in accordance with the following project elements:

Removal of sunk, wrecked, derelict vessels from the ICW and local waters.

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

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$10,000.00 to be used for the project authorized by this Agreement. The funds will be

released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

7. WCIND reserves the right to inspect the project as well as the right to audit any and all financial records pertaining to the project at any reasonable time. This Agreement can be unilaterally canceled by WCIND should the COUNTY refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

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

12. Justin McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due on December 31, March 31, June 30, and September 30) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

13. It shall be the responsibility of the COUNTY to secure all required permits.

14. The COUNTY shall insure that all purchases of goods and services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287 of the Florida Statutes, or the COUNTY Procurement Code, as applicable.

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

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

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

WITNESS:

*Jean Vervaecke*  
Signature  
Jean VERVAECKE  
Print

WEST COAST INLAND NAVIGATION DISTRICT

BY: *Stephen J. Denton*  
Chairman

Date: 1/4/2017

Approved as to form and correctness:

BY: *Karen Schneider*  
Deputy County Attorney

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: *Thomas A. Harner*  
Thomas A. Harner,  
County Administrator  
Executed pursuant to authorization  
of the Board of County Commissioners

DATE: 12/27/16

EXHIBIT 'A'  
DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

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

1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.

2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.

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

**EXHIBIT "B"**  
**MATCHING FUNDS CERTIFICATION REQUIREMENT**

Each county must certify that matching funds requirements were met as per the application when they request payment.

**EXHIBIT "C"**

**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,  
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION  
AND RECREATION**

**LAW ENFORCEMENT – 100%**

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

**NAVIGATION IMPROVEMENT PROJECTS – 100%**

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

**ENVIRONMENTAL EDUCATION PROJECTS - 100%**

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

**BOATING SAFETY AND EDUCATION – 50% MATCH FUNDED**

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

**BOATING RECREATION - 50% MATCH FUNDED**

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

WEST COAST INLAND NAVIGATION DISTRICT  
WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM

PROJECT NUMBER: S-321  
(W.C.I.N.D.)

DATE: FY17  
(FISCAL YEAR)

1. APPLICANT: Town of Longboat Key

2. TYPE OF PROJECT: Navigation Improvement

3. PROJECT TITLE: Derelict Vessel Removal

4. PROJECT LOCATION: Longboat Key coastal waterway, Sarasota Bay ICW to the shoreline of Longboat Key and to the Gulf of Mexico

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: Removal of sunk, wrecked, derelict vessels from the ICW and local waters. The funds will ensure the Town's ability to quickly address future derelict vessels, thus ensuring safe navigation within its boundaries. Attached is an example of the most recent derelict vessel removal as well as the location map of navigable waterways within the Town's jurisdiction.

6. TYPE AND STATUS OF REQUIRED PERMITS, BASEMENTS OR LEASES:

TYPE: N/A STATUS: N/A

7. ESTIMATED COMPLETION DATE: September 30, 2017

8. REQUIRED ATTACHMENTS:

A. VICINITY MAP

B. SITE DEVELOPMENT PLAN

C. PROJECTED COMPLETION DATE

WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM- CONTINUED

9. WCIND FUNDS REQUESTED: \$10,000 DOLLARS

10. LIST AMOUNT (S) AND SOURCE (S) OF OTHER PROJECT FUNDS.

ATTACH SEPARATE SHEET CLEARLY IDENTIFYING AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 FS AND RULE 16S-2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXCEPTED PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$10,000 DOLLARS

12. APPLICANT IDENTIFICATION:

APPLICANT COUNTY: Sarasota

LOCATED IN CITY OF: Town of Longboat Key (IF APPLICABLE)

LIAISON AGENT: Laird S. Wreford, Coastal Initiatives Manager

APPOINTED REPRESENTATIVE OF: Sarasota COUNTY, BOARD OF  
(NAME OF COUNTY) COUNTY COMMISSIONERS

OR:

APPOINTED REPRESENTATIVE OF: N/A STATE OF FLORIDA  
(NAME OF DEPARTMENT)

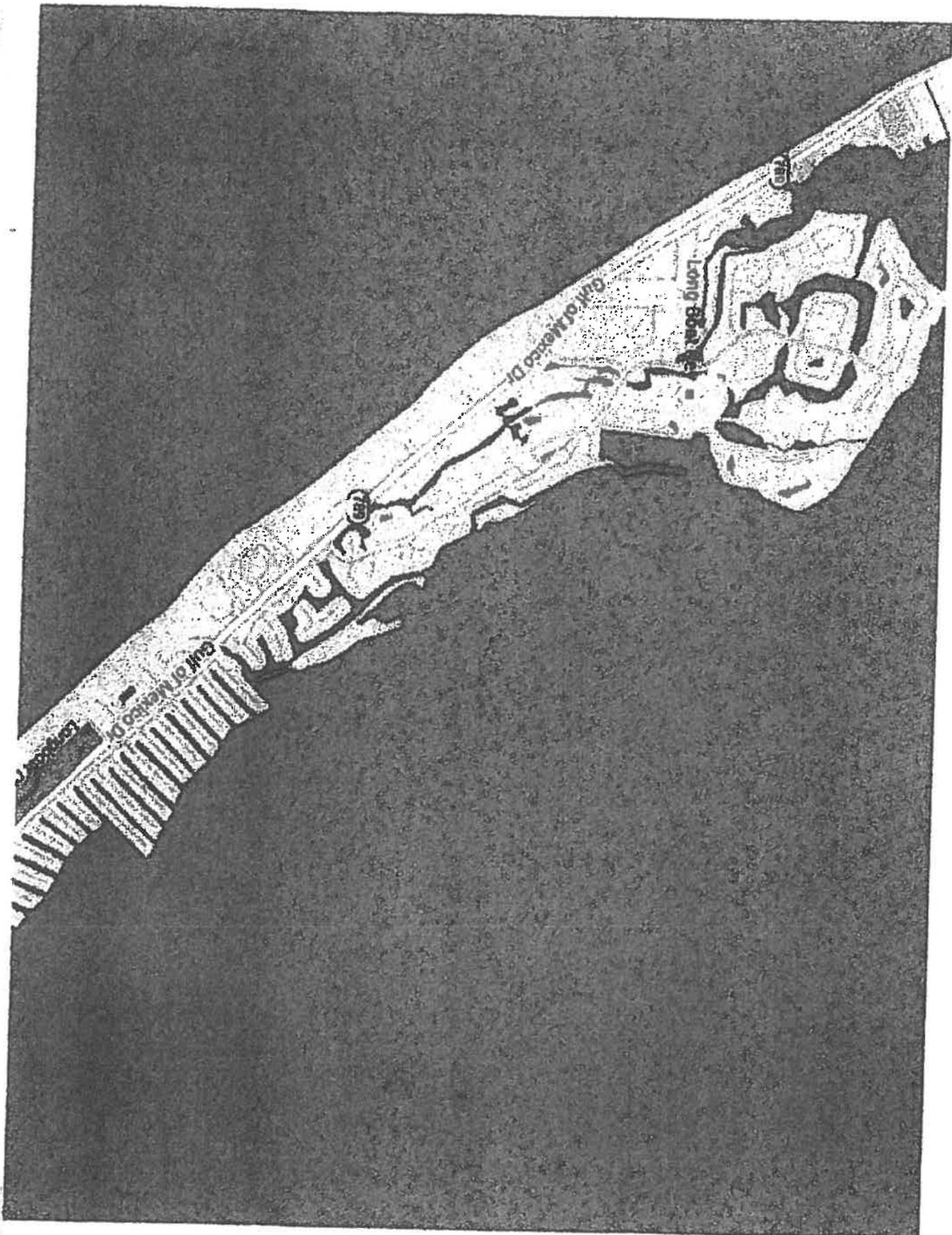
ADDRESS: 1001 Sarasota Center Blvd  
Sarasota, Florida 34240

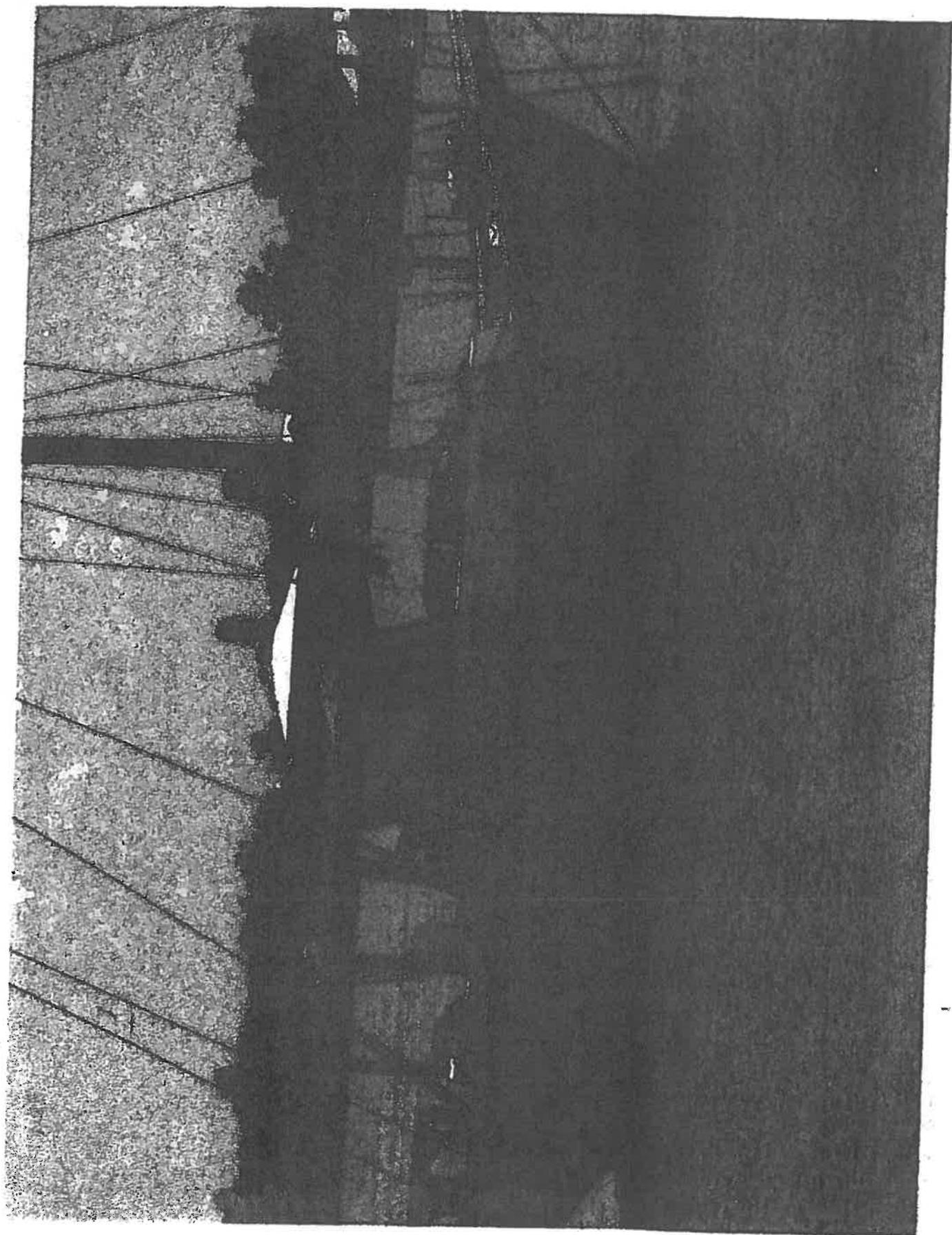
TELEPHONE NO.: 941-809-7491

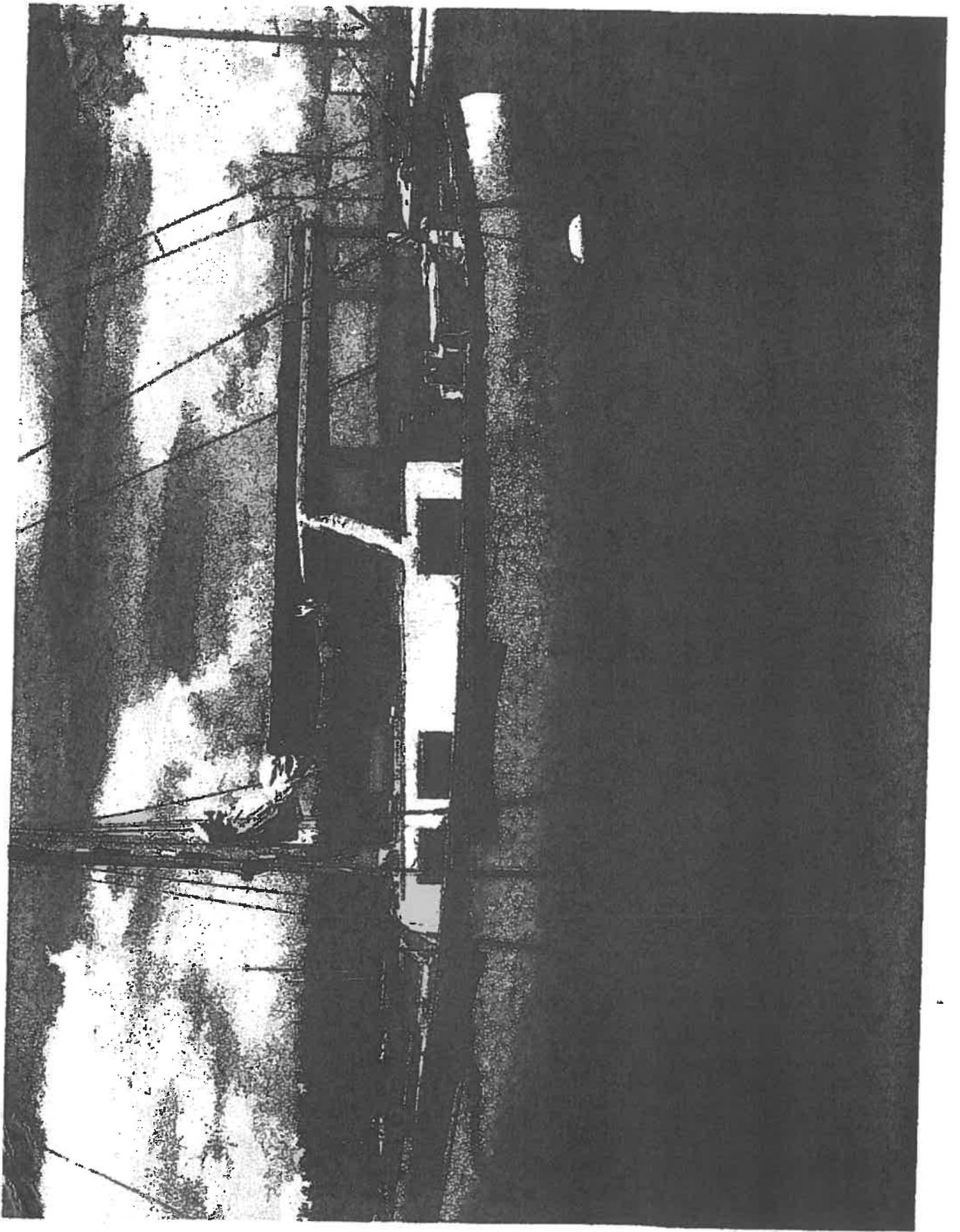
13. SIGNATURE: Laird S. Wreford

DATE: 5-26-16









**West Coast Inland Navigation District (WCIND)  
Waterway Development Program Grants - Sarasota County  
Grant Application**

**EXHIBIT 2**

**Instructions for Submission of WCIND Applications:**

1. Please note that funding is limited, therefore, ensure that your proposal outlines exactly what your agency intends to complete if funding is awarded.
2. Grants are awarded for a period of one year, from October 1<sup>st</sup> through September 30<sup>th</sup>.
3. Note that certain grant categories require matching funds (please see the attached Guidelines). In-kind matches may be accepted on a case-by-case basis. Please consult with the staff liaison for additional information.
4. Applications may be submitted to Sarasota County during the annual solicitation period from February 1<sup>st</sup> through March 31<sup>st</sup>. Deadlines are final and any application posted after the closing deadline will be declared ineligible.
5. Applications must be complete. If an answer is not applicable to your proposal please indicate N/A on the corresponding line.
6. Please make sure that all required attachments are included. Applicants are encouraged to provide any additional information that will make a proposal more competitive.
7. Applications may be submitted online, electronically via facsimile or e-mail, or by US Mail to:

Laird Wreford, Coastal Initiatives Manager [County Liaison]  
Sarasota County Environmental Protection Division  
1001 Sarasota Center Boulevard  
Sarasota, FL 34240  
fax: 941-861-6267  
e-mail: [lwreford@scgov.net](mailto:lwreford@scgov.net)

**1. Applicant Identification:**

Organization Requesting Grant: Town Of Longboat Key

Organization Address: 5460 Gulf of Mexico Drive

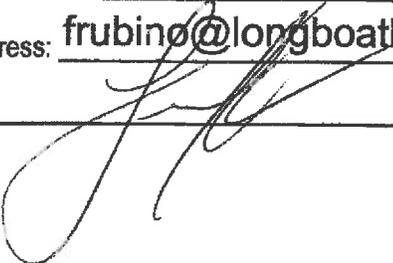
Longboat Key, Florida 34228

Contact Person: Frank Rubino

Title: Deputy Chief

Telephone Number: 941-316-1977

E-Mail Address: frubino@longboatkey.org

Signature: 

Date: 3/31/16

2. Application Date: 01-01-2016 For Fiscal Year: FY 16-17

3. Type of Project (WCIND Category) – please check:
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Law Enforcement                   | <input type="checkbox"/> Environmental Education      | <input type="checkbox"/> Boating Recreation |
| <input checked="" type="checkbox"/> Navigation Improvement | <input type="checkbox"/> Boating Safety and Education |   |

4. Project Title: Derelict Vessel Removal

5. Project Location: Town of Longboat Key upon request/approval

6. Project Description and Public Benefit to Result: (Attach additional sheet as necessary)  
Removal of sunk, wrecked, derelict vessels from the Intracoastal and local waters. The  
Town has removed one derelict vessel from its waterways during past year. The funds will  
ensure reimbursable funds to quickly address future derelict vessels thus ensuring  
safe navigation with in its boundaries.

Attached is an example of the most recent derelict vessel removal as well as the location  
map of navigable waterways within the Town's jurisdiction.

7. Type and Status of Required Permits, Easements, or Leases:

Type: none required Status: \_\_\_\_\_

8. Estimated Completion Date: September 30, 2017

9. Estimated Total Cost of the Project: \$ 10,000

10. WCIND Funds Requested: \$ 10,000

11. Please Submit the Following as Attachments – check all that apply:

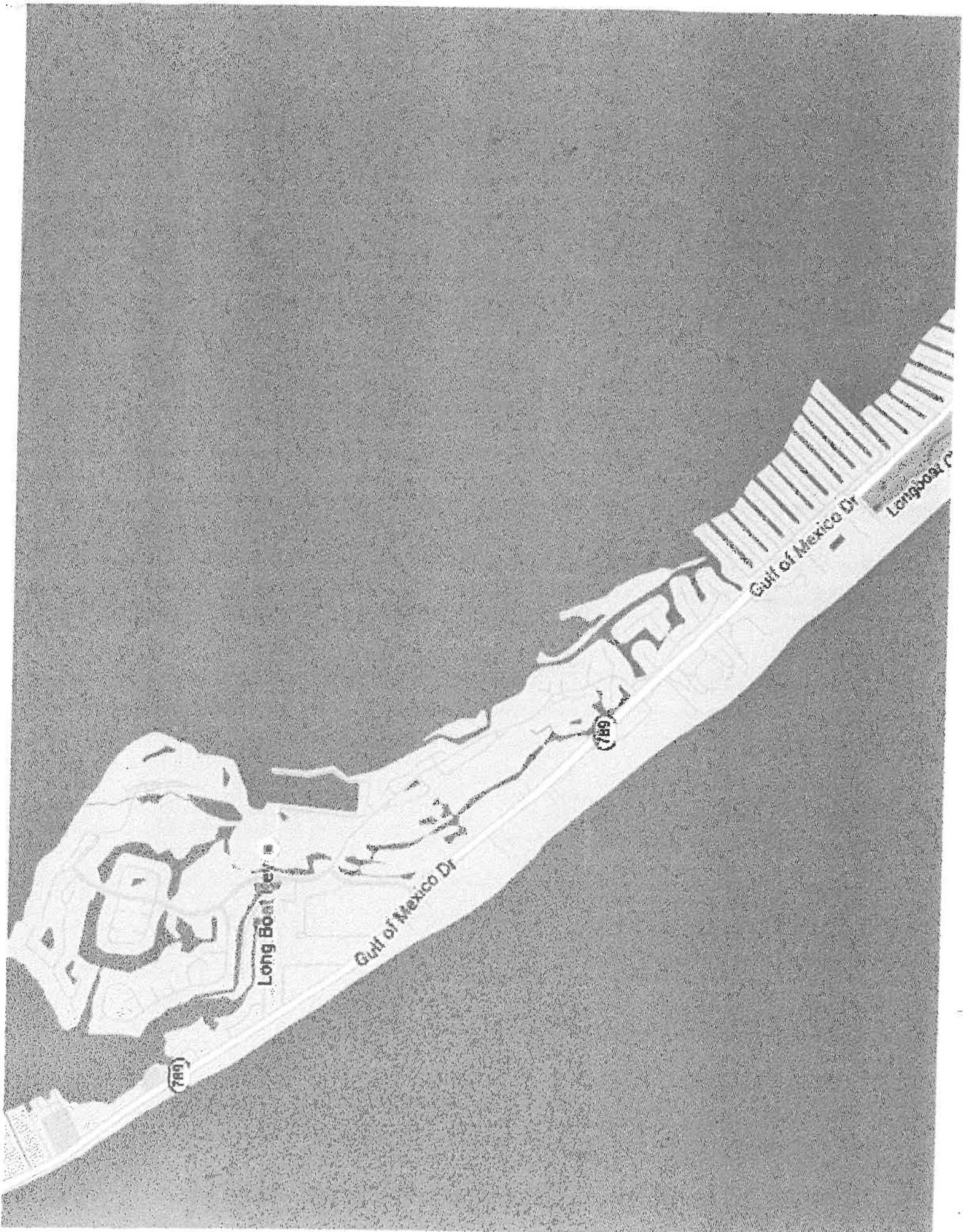
- |   |   |
|---|---|
| <input checked="" type="checkbox"/> A map showing the general project vicinity (if applicable)        | <input type="checkbox"/> N/A            |
| <input type="checkbox"/> A site development plan (if applicable)                                      | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> A list of the amount(s) and source(s) of other project funds (if applicable) | <input checked="" type="checkbox"/> N/A |

280

129

Long Boat Key





Long Beach Pier

Gulf of Mexico Dr

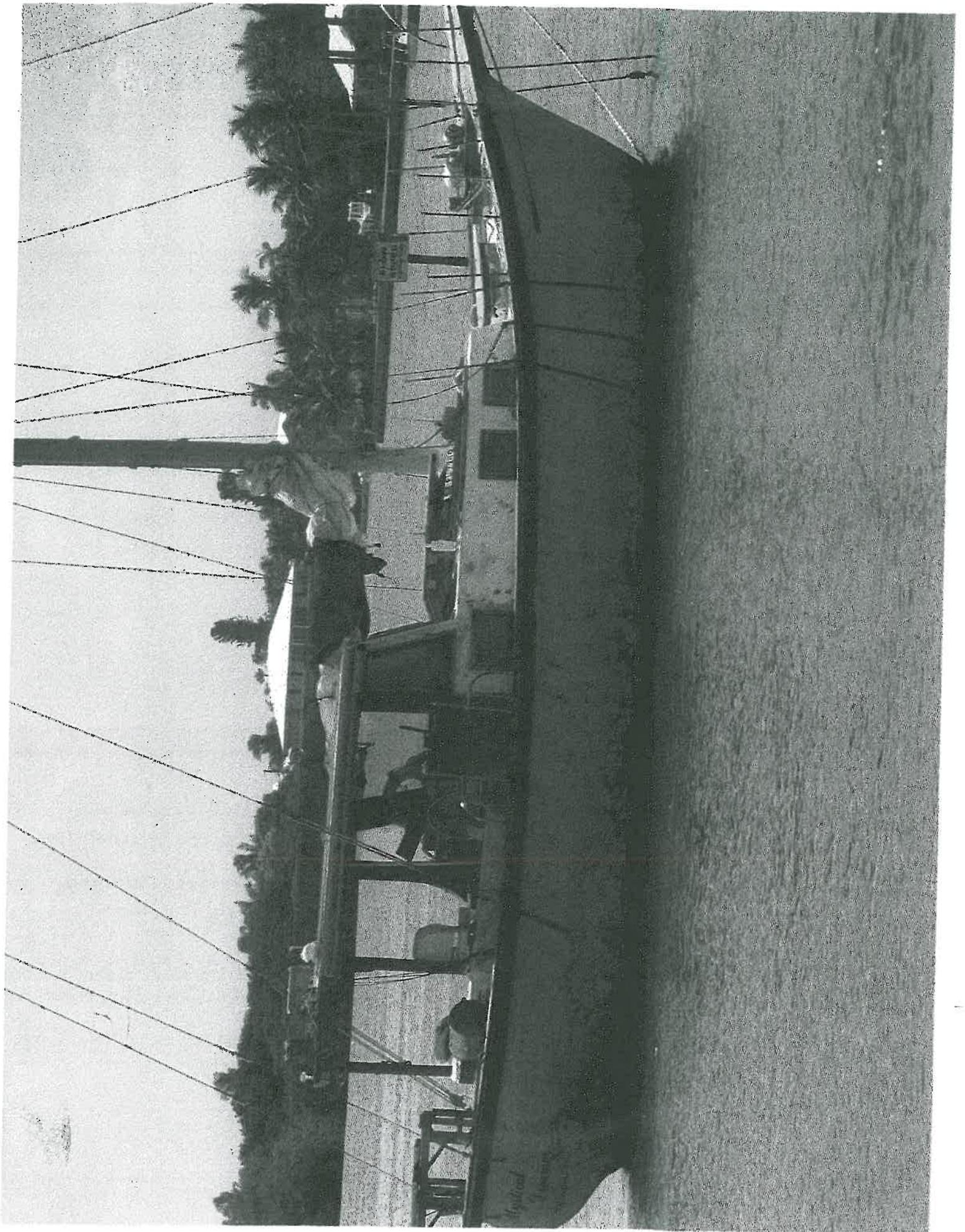
78th

68th

Gulf of Mexico Dr

Long Beach Blvd

Long Beach Dr





GRANT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_ by and between Sarasota County, a political subdivision of the State of Florida, hereinafter "SUBGRANTOR" and the Town of Longboat Key, a municipal corporation of the State of Florida, hereinafter "SUBGRANTEE".

WITNESSETH:

Whereas, the SUBGRANTOR has received a grant from the West Coast Inland Navigation District (WCIND) for the SUBGRANTEE to provide the Project elements, as described in **Exhibit 1**, "WCIND Waterway Development Program Project Agreement" (Project No. S-320) (the "Project") attached hereto and made a part hereof by reference.

Whereas, the SUBGRANTEE has provided the SUBGRANTOR with an itemized list of the funding sources and of the goods and services to be rendered for the Project, as described in **Exhibit 2**, attached hereto and made a part hereof by reference.

Now, therefore, the SUBGRANTOR and the SUBGRANTEE, in consideration of the mutual covenants herein, do agree as follows:

- I. The SUBGRANTEE agrees to complete all Project elements as described in Exhibit 1.
- II. The SUBGRANTOR shall reimburse SUBGRANTEE a sum not to exceed **\$396,839.00** for the expenditures incurred in the purchase of goods and services set out in Exhibit 2. The sum is equal to the amount of grant funding that WCIND has obligated to the SUBGRANTOR for the SUBGRANTEE's Project, pursuant to that certain WCIND Project Agreement dated September 16, 2016.
  - a. The SUBGRANTEE shall submit to the SUBGRANTOR requests for reimbursement for the work completed on the Project. The SUBGRANTEE shall pay for the expenditures directly, and shall submit proof of said payment along with an invoice.
  - b. The SUBGRANTEE shall be reimbursed by the SUBGRANTOR through payment issued by the Clerk of Circuit Court after receipt and written approval by the SUBGRANTOR's Administrative Agent of the SUBGRANTEE's request for reimbursement.

c. No funds shall be advanced by the SUBGRANTOR to or on behalf of the SUBGRANTEE. The funds paid by SUBGRANTOR to SUBGRANTEE shall under no circumstances exceed the funds paid by WCIND to SUBGRANTOR for the Project.

III. The SUBGRANTEE agrees to accomplish the work on this Project between October 1, 2016 and September 30, 2017.

Commencing October 1, 2016, the SUBGRANTEE shall provide SUBGRANTOR'S Administrative Agent quarterly written reports concerning the status of the Project. Any refusal of the SUBGRANTEE to timely file the quarterly written reports may cause unilateral cancellation of this Agreement by SUBGRANTOR.

If SUBGRANTEE needs an extension for filing its request for reimbursement, SUBGRANTEE must submit an extension request no later than August 14, 2017. Extension requests received after this date will not be considered and any remaining Grant funds will be forfeited. If the extension request is approved, SUBGRANTEE shall have 15 business days from the approval date to submit its reimbursement request or forfeit any remaining Grant funds. This Section shall survive the termination of this Agreement.

#### IV. INSURANCE AND INDEMNIFICATION

SUBGRANTEE agrees to maintain liability insurance coverage until completion of the Project and receipt of eligible Grant funds pursuant to this Agreement and to indemnify and save harmless the SUBGRANTOR, its agents, officials and employees against all injuries, deaths, losses, damage claim suits, liabilities, judgments, costs, attorney fees and expenses which may accrue against the SUBGRANTOR as a consequence of the intentional or negligent acts of the SUBGRANTEE's employees, agents or licensees. Provided, however, nothing contained in this paragraph shall constitute a waiver of sovereign immunity or of the limitations on liability provided to SUBGRANTEE under the Florida Constitution or general law. Further, the parties acknowledge that the SUBGRANTEE is self-insured. The terms of this Section shall survive the termination of this Grant Agreement.

## V. RESPONSIBILITIES OF THE SUBGRANTEE

- a. The SUBGRANTEE shall use the grant funds solely for the Project as outlined in Exhibit 1.
- b. The SUBGRANTEE is responsible for the professional quality, timely completion, and the coordination of all services furnished by the SUBGRANTEE under this Agreement.
- c. Neither the SUBGRANTOR's review, approval or acceptance of, nor payment for the goods and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement.
- d. The rights and remedies of the SUBGRANTOR provided for under this Agreement are in addition to any other rights and remedies provided by law.
- e. The SUBGRANTEE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SUBGRANTEE for the purpose of securing business which have been disclosed to the SUBGRANTOR in writing. For breach or violation of this warrant, the SUBGRANTOR shall have the right to annul this Agreement without liability or in its discretion, recover the full amount of such commission, percentage, brokerage, or contingent fee.
- f. The SUBGRANTEE shall comply with all Federal, State, and local laws, regulations and ordinances applicable to the work or payment for work thereof and hereby certifies that it is an equal opportunity employer and will not discriminate directly or indirectly against existing employees or applicants in employment practices on the basis of race, color, sex, age, religion, or national origin.
- g. The SUBGRANTEE shall maintain books, records, documents, and other evidence directly pertaining to or connected with the goods and services under this Agreement which shall be available and accessible at the SUBGRANTEE's offices for the purpose of inspection, audit, and copying during the normal business hours by WCIND and/or the SUBGRANTOR,

or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after the fiscal year in which this Agreement has been completed. The SUBGRANTEE shall also allow inspection of the Project by WCIND and the SUBGRANTOR at any time during normal business hours with **24 hours notice**. Any refusal of the SUBGRANTEE of this right of access for inspection and/or audit by WCIND and/or SUBGRANTOR can cause unilateral cancellation of this Agreement.

- h. If it becomes necessary for WCIND and/or SUBGRANTOR to demand a refund of any of the grant funds tendered pursuant to this Agreement, the SUBGRANTEE agrees to return said funds within sixty (60) days from the date of receipt of the Notice to Return Funds. This return of funds shall also include interest based on a rate from the State of Florida Administration Pool for the period from the date of receipt through date of return.

- VI. In the event of any material breach of this Agreement or default on the part of the SUBGRANTEE, if not promptly and fully cured within thirty (30) calendar days after notice from the SUBGRANTOR, the SUBGRANTOR at its option, shall receive a refund from SUBGRANTEE of all grant funds advanced prior to such material breach or default.

## VII. OBLIGATIONS OF SUBGRANTOR

- a. The SUBGRANTOR's Administrative Agent is designated to serve as Project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. The responsibility of the SUBGRANTOR's Administrative Agent shall include:
  - (1) Examination of all goods and services provided by the SUBGRANTEE, and timely provide written decisions, if any, pertaining thereto so as not to delay the work of the SUBGRANTEE.
  - (2) Transmission of instructions, receipt of information, interpretation and definition of WCIND and SUBGRANTOR policies and decisions with respect to other matters pertinent to the work covered by this Agreement.

- (3) Review all of the SUBGRANTEE's documents and payment requests.
- b. The SUBGRANTOR's Administrative Agent may provide periodic review of the project for the duration of this Agreement and may make other SUBGRANTOR personnel available where required and necessary to assist the SUBGRANTEE. The availability and necessity of said personnel to assist the SUBGRANTEE shall be determined solely within the discretion of the SUBGRANTOR.

## VIII. MISCELLANEOUS

- a. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written. No amendment, change, or addendum to this Agreement is enforceable into this Agreement.
- b. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- c. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida, and the sole jurisdiction for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida.
- d. If any term, condition, or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable; the remaining provision of this Agreement shall be valid and binding on each party.
- e. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement, and those executing this Agreement have all the requisite power and authority to bind the parties.
- f. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses listed below:

**SUBGRANTEE:**

NAME: Juan J. Florensa  
TITLE: Director  
ADDRESS: 600 General Harris Street  
Longboat Key, FL 34228  
PHONE: 941-316-1999

**SUBGRANTOR:**

NAME: Laird S. Wreford,  
Administrative Agent  
TITLE: Coastal Resource Manager  
ADDRESS: Natural Resources  
1001 Sarasota Center Blvd.  
Sarasota, FL 34240

IN WITNESS WHEREOF, the SUBGRANTOR and SUBGRANTEE have executed the Agreement as of the date first above written.

**WITNESS:**

**SUBGRANTEE:**

TOWN OF LONGBOAT KEY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
Terry Gans, Mayor

By: \_\_\_\_\_  
Town Attorney

Approved as to form and correctness:

**COUNTY:**  
BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: \_\_\_\_\_  
County Attorney

BY: \_\_\_\_\_  
Thomas A. Harmer,  
County Administrator  
Executed pursuant to authorization  
of the Board of County Commissioners

DATE: \_\_\_\_\_

# EXHIBIT 1

WEST COAST INLAND NAVIGATION DISTRICT  
WCIND WATERWAY DEVELOPMENT PROGRAM  
PROJECT AGREEMENT

Project No. S-320 (Town of Longboat Key – Bayfront Park Living Shoreline) (FY16/17)  
Approval Date September 16, 2016 (WCIND Board)

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as “WCIND,” and Sarasota County, hereinafter referred to as the COUNTY, in pursuance of a waterway development project approved under the WCIND Waterway Development Program, hereby agree to the following terms and conditions:

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, Florida Administrative Code, WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as Town of Longboat Key – Bayfront Park Living Shoreline (FY16/17), WCIND Project No. S-320, in accordance with the following project elements:

**Create a "living shoreline" educational walkway with bay access for boating and kayak opportunities along portions of the seawall. The project will include parking, pedestrian access, boardwalks and a bridge/walkway over the canal along the mangrove fringe. Parking and kayak access ramp, kayak launch and storage, fishing piers, restrooms and picnic areas along the bay front. Handicap access for kayaks will also be included.**

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

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$396,839 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

7. WCIND reserves the right to inspect the project as well as the right to audit any and all financial records pertaining to the project at any reasonable time. This Agreement can be unilaterally canceled by WCIND should the COUNTY refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

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

12. Justin McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due on December 31, March 31, June 30, and September 30) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

13. It shall be the responsibility of the COUNTY to secure all required permits.

14. The COUNTY shall insure that all purchases of goods and services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287 of the Florida Statutes, or the COUNTY Procurement Code, as applicable.

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

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

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

WITNESS:

*Joan Kulaich*  
Signature

Joan VERVAECKE  
Print

WEST COAST INLAND NAVIGATION DISTRICT

BY: *Stu R. L. Leland*  
Chairman

Date: 1/4/2017

Approved as to form and correctness:

BY: *Kathleen Schneider*  
Deputy County Attorney

COUNTY:

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: *Thomas A. Harner*  
Thomas A. Harner,  
County Administrator  
Executed pursuant to authorization  
of the Board of County Commissioners

DATE: 12/27/16

EXHIBIT 'A'  
DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
  
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
  - 1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
  
  - 2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
  
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

**EXHIBIT "B"**  
**MATCHING FUNDS CERTIFICATION REQUIREMENT**

Each county must certify that matching funds requirements were met as per the application when they request payment.

**EXHIBIT "C"**

**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,  
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION  
AND RECREATION**

**LAW ENFORCEMENT – 100%**

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

**NAVIGATION IMPROVEMENT PROJECTS – 100%**

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

**ENVIRONMENTAL EDUCATION PROJECTS - 100%**

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

**BOATING SAFETY AND EDUCATION – 50% MATCH FUNDED**

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

**BOATING RECREATION - 50% MATCH FUNDED**

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

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM

PROJECT NUMBER: S-320  
(W.C.I.N.D.)

DATE: FY17  
(FISCAL YEAR)

1. APPLICANT: Town of Longboat Key

2. TYPE OF PROJECT: Boating Recreation

3. PROJECT TITLE: Bayfront Park Living Shoreline

4. PROJECT LOCATION: 4000 Block of Gulf of Mexico Drive, Bayfront Park and Recreation Center

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: see attached

6. TYPE AND STATUS OF REQUIRED PERMITS, EASEMENTS OR LEASES:

TYPE: FDEP STATUS: expected December, 2016

Building Permit expected December, 2016

7. ESTIMATED COMPLETION DATE: September 30, 2017

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP
- B. SITE DEVELOPMENT PLAN
- C. PROJECTED COMPLETION DATE

WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM- CONTINUED

9. WCIND FUNDS REQUESTED: \$396,839 DOLLARS

10. LIST AMOUNT (S) AND SOURCE (S) OF OTHER PROJECT FUNDS.

ATTACH SEPARATE SHEET CLEARLY IDENTIFYING AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 FS AND RULE 16S-2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXCEPTED PROJECTS.

Matching funds provided by Town of Longboat Key's general fund.

11. ESTIMATED TOTAL PROJECT COST: \$3,112,968 DOLLARS

12. APPLICANT IDENTIFICATION:

APPLICANT COUNTY: Sarasota

LOCATED IN CITY OF: Town of Longboat Key (IF APPLICABLE)

LIAISON AGENT: Laird S. Wreford, Coastal Initiatives Manager

APPOINTED REPRESENTATIVE OF: Sarasota COUNTY, BOARD OF  
(NAME OF COUNTY) COUNTY COMMISSIONERS

OR:

APPOINTED REPRESENTATIVE OF: N/A STATE OF FLORIDA  
(NAME OF DEPARTMENT)

ADDRESS: 1001 Sarasota Center Blvd  
Sarasota, Florida 34240

TELEPHONE NO.: 941-809-7491

13. SIGNATURE: Laird S. Wreford

DATE: 5-26-16

## 5. Project Description and Public Benefit

Bayfront Park is an 8.56 acre park (3.53 acres owned by Sarasota County and 5.03 owned by Town of Longboat Key) located at the 4000 block of Gulf of Mexico Drive on Longboat Key. The park is in the initial stages of planning for reconstruction. There is approximately 630 lineal feet of concrete seawall fronting Sarasota Bay. The park is bisected by a shallow mangrove fringed canal in the southern portion of the park. The Town and County propose to create a "living shoreline" educational walkway with bay access for boating and kayak opportunities along portions of this seawall. The project will include parking, pedestrian access, boardwalks and a bridge/walkway over the canal along the mangrove fringe. Parking and kayak access ramp, kayak launch and storage, fishing piers, restrooms and picnic areas along the bay front would be incorporated in the design. Handicap access for kayaks will also be included. Educational and interpretive signage for bay and boating access and safety will be provided as well as improvements to tidal flushing characteristics of the canal while preserving and enhancing the existing coastal hammock vegetation.

To quote from the WCIND Mission this project meets the following criteria:  
"To preserve and enhance the commercial, recreational, and ecological values of District waterways." It furthers its mission by assisting in planning and implementing waterway projects that "promote safe navigation and the enjoyment of water-based activities such as boating, fishing, and beach recreation."

This park will serve all residents of Longboat Key. The park is very popular with visitors as well. The purpose of Bayfront Park is to create a pleasing and inviting recreational connection to Sarasota Bay and provide direct access to the Bay through convenient facilities located at the water's edge. This park is one of the few public bay access areas on Longboat Key and these boating and kayak amenities are currently not available at any other public park location. The park also will provide educational opportunities on the value of kayaking, focusing on a living shoreline for the public to assist in maintaining safe boating and a healthy bay. It is expected the residents, boaters and visitors who access the park either by land or water will have opportunity to use all park amenities, learn about the importance of mangroves as fish nursery, characteristics of water quality, and protecting the environment through safe and proper use for boating activities and the role they play in protecting our shorelines. The supporting elements of parking, restrooms, and walking paths along the water further enhance the recreational value of this waterfront park.

Elements for Park renovations specific to the grant application are extrapolated from the overall costs per attached Conceptual Budget. Entire project budget is estimated to be \$3,112,968, the grant application request total of \$396,839 represents approximately 12.75% of the project total.



**Town of Longboat Key**  
**Bayfront Recreation Park**  
**4000 Block Gulf of Mexico Drive**

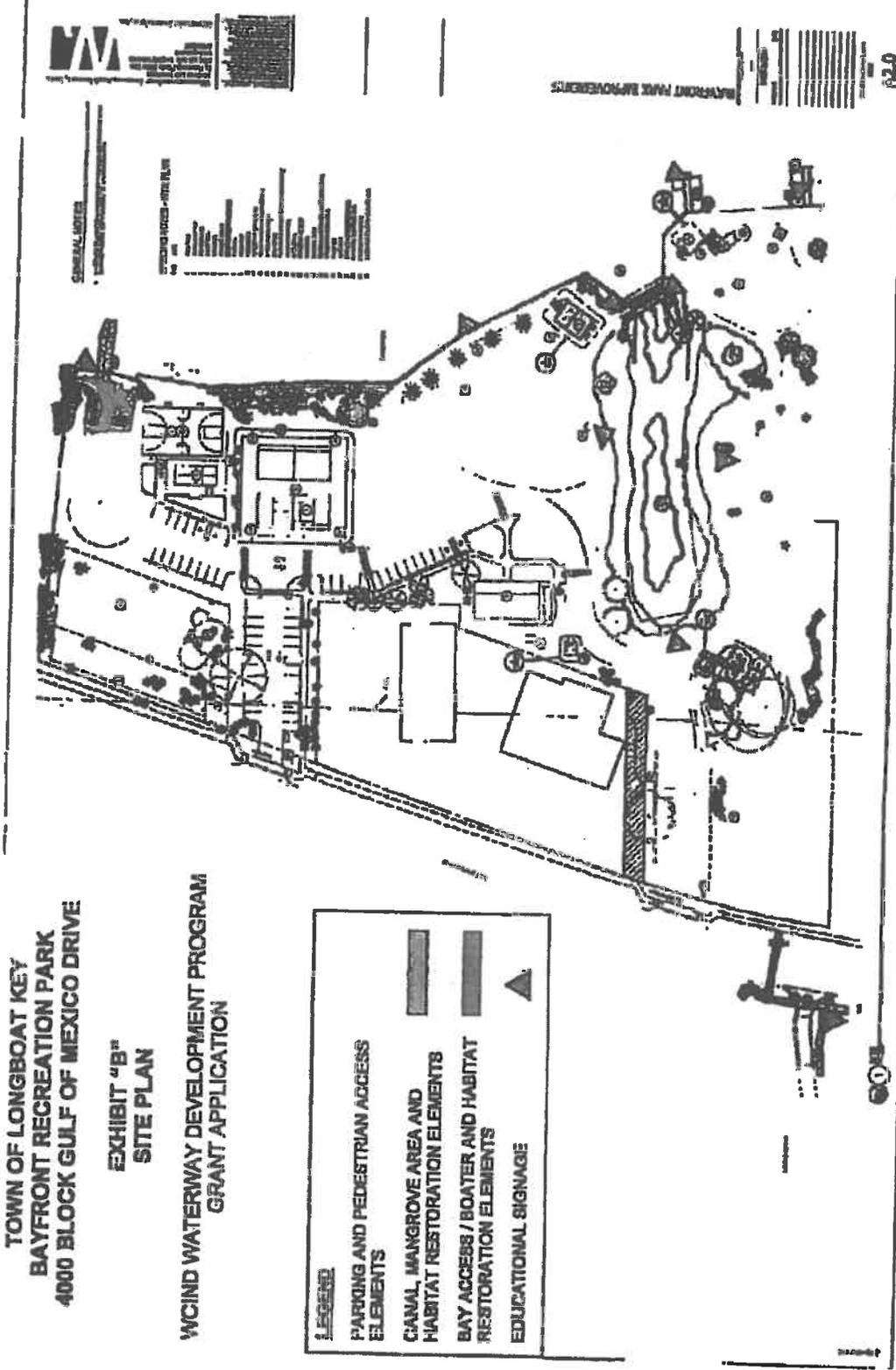
**Exhibit "A"**

**Location Map**

**TOWN OF LONGBOAT KEY  
 BAYFRONT RECREATION PARK  
 4000 BLOCK GULF OF MEXICO DRIVE**

**EXHIBIT "B"  
 SITE PLAN**

**WIND WATERWAY DEVELOPMENT PROGRAM  
 GRANT APPLICATION**



**LEGEND**

- PARKING AND PEDESTRIAN ACCESS ELEMENTS
- CANAL, MANGROVE AREA AND HABITAT RESTORATION ELEMENTS
- BAY ACCESS / BOATER AND HABITAT RESTORATION ELEMENTS
- EDUCATIONAL SIGNAGE

**GENERAL NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
3. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
4. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
5. ALL MATERIALS SHALL BE OF THE QUALITY SPECIFIED IN THE CONTRACT DOCUMENTS.
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
7. ALL NEIGHBORHOODS SHALL BE KEPT ADVISED OF CONSTRUCTION ACTIVITIES.
8. ALL TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.
9. ALL UTILITIES SHALL BE PROTECTED AND DEPTH MARKED.
10. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
11. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
12. ALL MATERIALS SHALL BE OF THE QUALITY SPECIFIED IN THE CONTRACT DOCUMENTS.
13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
14. ALL NEIGHBORHOODS SHALL BE KEPT ADVISED OF CONSTRUCTION ACTIVITIES.
15. ALL TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.

**BAYFRONT PARK IMPROVEMENTS**

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
- 2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
- 3. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
- 4. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- 5. ALL MATERIALS SHALL BE OF THE QUALITY SPECIFIED IN THE CONTRACT DOCUMENTS.
- 6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 7. ALL NEIGHBORHOODS SHALL BE KEPT ADVISED OF CONSTRUCTION ACTIVITIES.
- 8. ALL TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.
- 9. ALL UTILITIES SHALL BE PROTECTED AND DEPTH MARKED.
- 10. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
- 11. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- 12. ALL MATERIALS SHALL BE OF THE QUALITY SPECIFIED IN THE CONTRACT DOCUMENTS.
- 13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 14. ALL NEIGHBORHOODS SHALL BE KEPT ADVISED OF CONSTRUCTION ACTIVITIES.
- 15. ALL TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.

A2.0

**WCIND WATERWAY DEVELOPMENT PROGRAM GRANT APPLICATION  
Exhibit "C"**

Conceptual Budget PAGE: 1 OF 2

**PROJECT:** Bayfront Park Renovations  
WCIND Grant Application  
Kayak Boat Ramp/Launch, storage and parking.  
Living Shoreline Improvement Project

**LOCATION:** Longboat Key,

**DATE:** 03/10/15

**REMARKS**

Elements for Park renovations specific to the grant application are extrapolated from the overall budget per attached:

**CONCEPTUAL DESIGN BUDGET**

36% of Related  
Project Elements  
100% of Related  
Project Elements

DESCRIPTION QTY. UNIT	UNIT	COST TOTALS \$	GRANT REQUEST
Site Improvements		\$1,650,109	
<b>ESTIMATED COST BREAKDOWN</b>			
Clear/prep site 360,000 sf	0.15	54,000	
Fine Grade site 300,000 sf	0.35	105,000	
Excavate/Fill/Retention Ponds	1 ls	45,000	
Asphalt roadway 4,187 sy	40.00	167,487	
Asphalt parking 1,889 sy	40.00	67,556	
Traffic/Parking Markings, Signage	1 ls	10,000	
Roadway Crosswalks 10 ea	750	7,500	
Shell area -Kayak drop-off 589 sy	10	5,889	5,889
Bridges -Wood structures 1,380 sf	38.70	53,793	28,083
Conc sidewalks -5ft wide 20,000 sf	5.00	100,000	36,000
Conc pathways -8ft wide 28,080 sf	5.00	140,400	50,544
Restroom Structures 2 ea	75,000	150,000	75,000
Pavilion Structure 1 ea	25,000	25,000	25,000
Picnic table areas 4 ea	10,000	40,000	20,000
Dumpster enclosure 1 ea	5,000	5,000	
Basketball court w/fence 1 ea	65,000	65,000	
Pickleball court 1 ea	25,000	25,000	
Kayak Storage Structure 1 ls	30,000	30,000	30,000
Dog Park (small & large) 1 ls	50,000	50,000	
Storm Water System 1 ls	54,000	34,830	
Shell Sidewalk -6ft wide 2,940 sf	1.25	3,675	1,323
Pier Improvements Allowance 5ea	25,000	125,000	125,000
Playground Equip 1 ls	200,000	200,000	

<b>Conceptual Budget PAGE: 2 OF2</b>			
Landscape/Irrigation		\$500,000	
Site Lighting -Poles 20 ea	4,500	\$90,000	
Beach Access Modifications 1 ls	50,000	\$50,000	50,000

<b>RECAP</b>			
Total		2,177,809	396,839
Contractor General Conditions	7.0%	152,433	
Estimate Contingency	15.0%	326,641	
Sub-total		2,656,683	
Contractor OH&P	5.0%	132,834	
Insurance/SubBonds/P&P Bond	2.5%	66,417	
Total Construction Budget		\$2,855,934	
Architectural & Engineering Fees	9%	257,034	
Total Construction & AE Budget		3,112,968	

**TOTAL GRANT REQUEST**

\$446,839  
 (Awarded WCIND Grant 2015/2016) \$50,000  
 \$396,839

# EXHIBIT 2

## WEST COAST INLAND NAVIGATION DISTRICT

### WCIND WATERWAY DEVELOPMENT PROGRAM

#### APPLICATION FORM

PROJECT NUMBER: S-320  
(W.C.I.N.D.)

DATE: FY17  
(FISCAL YEAR)

1. APPLICANT: Town of Longboat Key

2. TYPE OF PROJECT: Boating Recreation

3. PROJECT TITLE: Bayfront Park Living Shoreline

4. PROJECT LOCATION: 4000 Block of Gulf of Mexico Drive, Bayfront Park and Recreation Center

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: see attached

6. TYPE AND STATUS OF REQUIRED PERMITS, EASEMENTS OR LEASES:

TYPE: FDEP STATUS: expected December, 2016

Building Permit expected December, 2016

7. ESTIMATED COMPLETION DATE: September 30, 2017

8. REQUIRED ATTACHMENTS:

A. VICINITY MAP

B. SITE DEVELOPMENT PLAN

C. PROJECTED COMPLETION DATE

WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM- CONTINUED

9. WCIND FUNDS REQUESTED: \$396,839 DOLLARS

10. LIST AMOUNT (S) AND SOURCE (S) OF OTHER PROJECT FUNDS.

ATTACH SEPARATE SHEET CLEARLY IDENTIFYING AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 FS AND RULE 16S-2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXCEPTED PROJECTS.

Matching funds provided by Town of Longboat Key's general fund.

11. ESTIMATED TOTAL PROJECT COST: \$3,112,968 DOLLARS

12. APPLICANT IDENTIFICATION:

APPLICANT COUNTY: Sarasota

LOCATED IN CITY OF: Town of Longboat Key (IF APPLICABLE)

LIAISON AGENT: Laird S. Wreford, Coastal Initiatives Manager

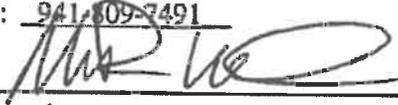
APPOINTED REPRESENTATIVE OF: Sarasota COUNTY, BOARD OF  
(NAME OF COUNTY) COUNTY COMMISSIONERS

OR:

APPOINTED REPRESENTATIVE OF: N/A STATE OF FLORIDA  
(NAME OF DEPARTMENT)

ADDRESS: 1001 Sarasota Center Blvd  
Sarasota, Florida 34240

TELEPHONE NO.: 941-809-7491

13. SIGNATURE: 

DATE: 6-21-16

## 5. Project Description and Public Benefit

Bayfront Park is an 8.56 acre park (3.53 acres owned by Sarasota County and 5.03 owned by Town of Longboat Key) located at the 4000 block of Gulf of Mexico Drive on Longboat Key. The park is in the initial stages of planning for reconstruction. There is approximately 630 lineal feet of concrete seawall fronting Sarasota Bay. The park is bisected by a shallow mangrove fringed canal in the southern portion of the park. The Town and County propose to create a "living shoreline" educational walkway with bay access for boating and kayak opportunities along portions of this seawall. The project will include parking, pedestrian access, boardwalks and a bridge/walkway over the canal along the mangrove fringe. Parking and kayak access ramp, kayak launch and storage, fishing piers, restrooms and picnic areas along the bay front would be incorporated in the design. Handicap access for kayaks will also be included. Educational and interpretive signage for bay and boating access and safety will be provided as well as improvements to tidal flushing characteristics of the canal while preserving and enhancing the existing coastal hammock vegetation.

To quote from the WCIND Mission this project meets the following criteria:  
"To preserve and enhance the commercial, recreational, and ecological values of District waterways." It furthers its mission by assisting in planning and implementing waterway projects that "promote safe navigation and the enjoyment of water-based activities such as boating, fishing, and beach recreation."

This park will serve all residents of Longboat Key. The park is very popular with visitors as well. The purpose of Bayfront Park is to create a pleasing and inviting recreational connection to Sarasota Bay and provide direct access to the Bay through convenient facilities located at the water's edge. This park is one of the few public bay access areas on Longboat Key and these boating and kayak amenities are currently not available at any other public park location. The park also will provide educational opportunities on the value of kayaking, focusing on a living shoreline for the public to assist in maintaining safe boating and a healthy bay. It is expected the residents, boaters and visitors who access the park either by land or water will have opportunity to use all park amenities, learn about the importance of mangroves as fish nursery, characteristics of water quality, and protecting the environment through safe and proper use for boating activities and the role they play in protecting our shorelines. The supporting elements of parking, restrooms, and walking paths along the water further enhance the recreational value of this waterfront park.

Elements for Park renovations specific to the grant application are extrapolated from the overall costs per attached Conceptual Budget. Entire project budget is estimated to be \$3,112,968, the grant application request total of \$396,839 represents approximately 12.75% of the project total.



**Town of Longboat Key**  
**Bayfront Recreation Park**  
**4000 Block Gulf of Mexico Drive**

**Exhibit "A"**

**Location Map**

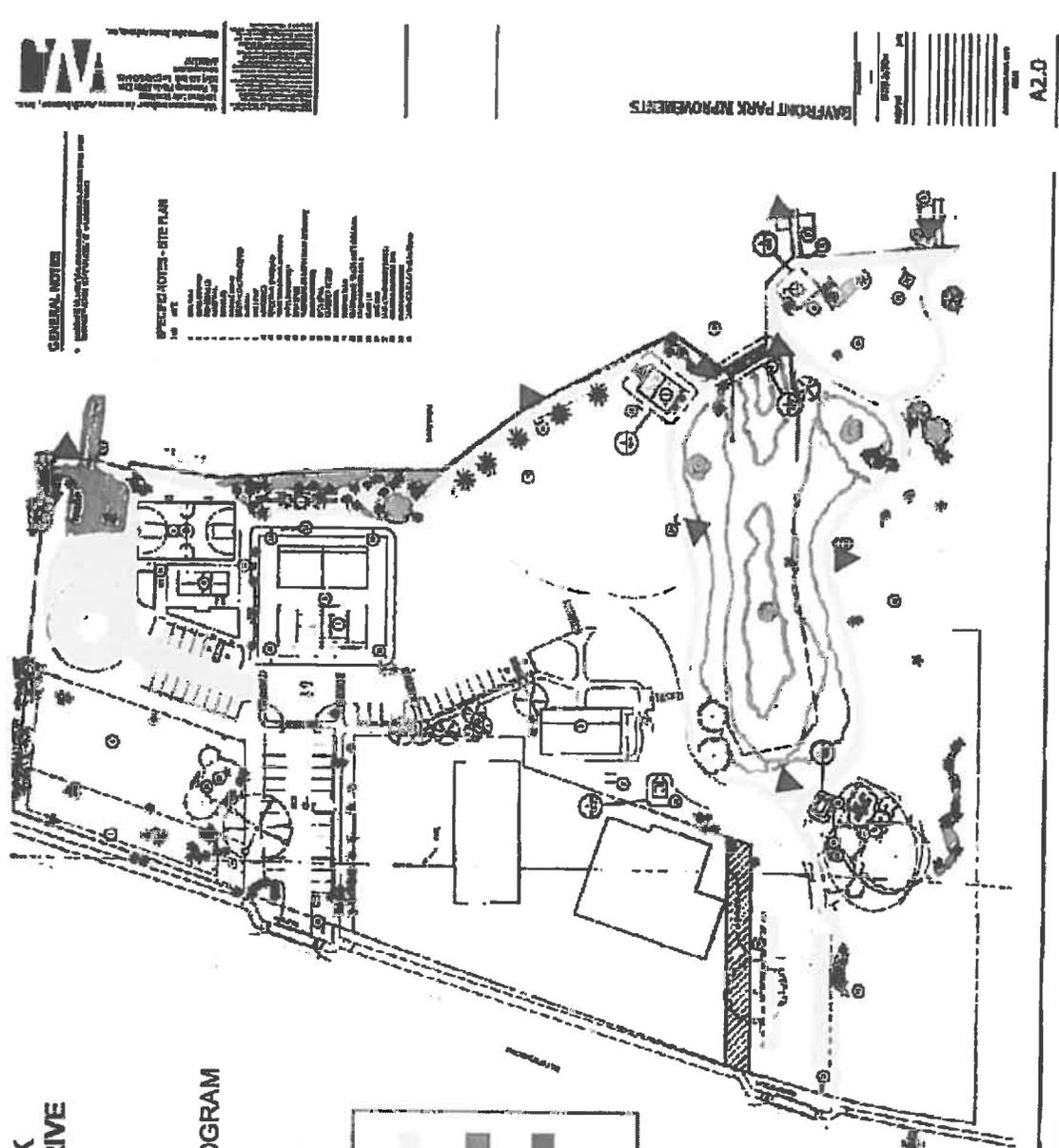
**TOWN OF LONGBOAT KEY  
BAYFRONT RECREATION PARK  
4000 BLOCK GULF OF MEXICO DRIVE**

**EXHIBIT "B"  
SITE PLAN**

**WCIND WATERWAY DEVELOPMENT PROGRAM  
GRANT APPLICATION**

**LEGEND**

	PARKING AND PEDESTRIAN ACCESS ELEMENTS
	CANAL, MANGROVE AREA AND HABITAT RESTORATION ELEMENTS
	BAY ACCESS / BOATER AND HABITAT RESTORATION ELEMENTS
	EDUCATIONAL SIGNAGE



**GENERAL NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:

**SPECIFIED NOTES - SITE PLAN**

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
- 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
- 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
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- 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
- 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
- 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
- 8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
- 9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
- 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:

**BAYFRONT PARK IMPROVEMENTS**

1	EXISTING
2	NEW
3	DEMOLITION
4	AS-BUILT
5	PROPOSED
6	PROPOSED
7	PROPOSED
8	PROPOSED
9	PROPOSED
10	PROPOSED
11	PROPOSED
12	PROPOSED
13	PROPOSED
14	PROPOSED
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49	PROPOSED
50	PROPOSED

**A2.0**

**WCIND WATERWAY DEVELOPMENT PROGRAM GRANT APPLICATION  
Exhibit "C"**

Conceptual Budget PAGE: 1 OF 2

**PROJECT:** Bayfront Park Renovations  
WCIND Grant Application  
Kayak Boat Ramp/Launch, storage and parking.  
Living Shoreline Improvement Project

**LOCATION:** Longboat Key,

**DATE:** 03/10/15

**REMARKS**

Elements for Park renovations specific to the grant application are extrapolated from the overall budget per attached:

**CONCEPTUAL DESIGN BUDGET**

36% of Related  
Project Elements  
100% of Related  
Project Elements

DESCRIPTION QTY. UNIT	UNIT	COST TOTALS \$	GRANT REQUEST
Site Improvements		\$1,650,109	
<b>ESTIMATED COST BREAKDOWN</b>			
Clear/prep site 360,000 sf	0.15	54,000	
Fine Grade site 300,000 sf	0.35	105,000	
Excavate/Fill/Retention Ponds	1 ls	45,000	
Asphalt roadway 4,187 sy	40.00	167,467	
Asphalt parking 1,689 sy	40.00	67,556	
Traffic/Parking Markings, Signage	1 ls	10,000	
Roadway Crosswalks 10 ea	750	7,500	
Shell area -Kayak drop-off 589 sy	10	5,889	5,889
Bridges -Wood structures 1,390 sf	38.70	53,793	28,083
Conc sidewalks -5ft wide 20,000 sf	5.00	100,000	36,000
Conc pathways -8ft wide 28,080 sf	5.00	140,400	50,544
Restroom Structures 2 ea	75,000	150,000	75,000
Pavilion Structure 1 ea	25,000	25,000	25,000
Pionic table areas 4 ea	10,000	40,000	20,000
Dumpster enclosure 1 ea	5,000	5,000	
Basketball court w/fence 1 ea	65,000	65,000	
Pickleball court 1 ea	25,000	25,000	
Kayak Storage Structure 1 ls	30,000	30,000	30,000
Dog Park (small & large) 1 ls	50,000	50,000	
Storm Water System 1 ls	54,000	34,830	
Shell Sidewalk -6ft wide 2,940 sf	1.25	3,675	1,323
Pier Improvements Allowance 5ea	25,000	125,000	125,000
Playground Equip 1 ls	200,000	200,000	

Conceptual Budget PAGE: 2 OF2			
Landscape/Irrigation		\$500,000	
Site Lighting -Poles 20 ea	4,500	\$90,000	
Beach Access Modifications 1 ls	50,000	\$50,000	50,000

RECAP			
Total		2,177,609	396,839
Contractor General Conditions	7.0%	152,433	
Estimate Contingency	15.0%	326,641	
Sub-total		2,656,683	
Contractor OH&P	5.0%	132,834	
Insurance/SubBonds/P&P Bond	2.5%	66,417	
Total Construction Budget		\$2,855,934	
Architectural & Engineering Fees	9%	257,034	
Total Construction & AE Budget		3,112,968	

**TOTAL GRANT REQUEST**

**\$446,839**

**(Awarded WCIND Grant 2015/2016) \$50,000**

**\$396,839**

## GRANT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_ by and between Sarasota County, a political subdivision of the State of Florida, hereinafter "SUBGRANTOR" and the Town of Longboat Key, a municipal corporation of the State of Florida, hereinafter "SUBGRANTEE".

### WITNESSETH:

Whereas, the SUBGRANTOR has received a grant from the West Coast Inland Navigation District (WCIND) for the SUBGRANTEE to provide the Project elements, as described in **Exhibit 1**, "WCIND Waterway Development Program Project Agreement" (Project No. S-319) (the "Project") attached hereto and made a part hereof by reference.

Whereas, the SUBGRANTEE has provided the SUBGRANTOR with an itemized list of the funding sources and of the goods and services to be rendered for the Project, as described in **Exhibit 2**, attached hereto and made a part hereof by reference.

Now, therefore, the SUBGRANTOR and the SUBGRANTEE, in consideration of the mutual covenants herein, do agree as follows:

- I. The SUBGRANTEE agrees to complete all Project elements as described in Exhibit 1.
- II. The SUBGRANTOR shall reimburse SUBGRANTEE a sum not to exceed **\$11,738.00** for the expenditures incurred in the purchase of goods and services set out in Exhibit 2. The sum is equal to the amount of grant funding that WCIND has obligated to the SUBGRANTOR for the SUBGRANTEE's Project, pursuant to that certain WCIND Project Agreement dated September 16, 2016.
  - a. The SUBGRANTEE shall submit to the SUBGRANTOR requests for reimbursement for the work completed on the Project. The SUBGRANTEE shall pay for the expenditures directly, and shall submit proof of said payment along with an invoice.
  - b. The SUBGRANTEE shall be reimbursed by the SUBGRANTOR through payment issued by the Clerk of Circuit Court after receipt and written approval by the SUBGRANTOR's Administrative Agent of the SUBGRANTEE's request for reimbursement.

c. No funds shall be advanced by the SUBGRANTOR to or on behalf of the SUBGRANTEE. The funds paid by SUBGRANTOR to SUBGRANTEE shall under no circumstances exceed the funds paid by WCIND to SUBGRANTOR for the Project.

III. The SUBGRANTEE agrees to accomplish the work on this Project between October 1, 2016 and September 30, 2017.

Commencing October 1, 2016, the SUBGRANTEE shall provide SUBGRANTOR'S Administrative Agent quarterly written reports concerning the status of the Project. Any refusal of the SUBGRANTEE to timely file the quarterly written reports may cause unilateral cancellation of this Agreement by SUBGRANTOR.

If SUBGRANTEE needs an extension for filing its request for reimbursement, SUBGRANTEE must submit an extension request no later than August 14, 2017. Extension requests received after this date will not be considered and any remaining Grant funds will be forfeited. If the extension request is approved, SUBGRANTEE shall have 15 business days from the approval date to submit its reimbursement request or forfeit any remaining Grant funds. This Section shall survive the termination of this Agreement.

#### IV. INSURANCE AND INDEMNIFICATION

SUBGRANTEE agrees to maintain liability insurance coverage until completion of the Project and receipt of eligible Grant funds pursuant to this Agreement and to indemnify and save harmless the SUBGRANTOR, its agents, officials and employees against all injuries, deaths, losses, damage claim suits, liabilities, judgments, costs, attorney fees and expenses which may accrue against the SUBGRANTOR as a consequence of the intentional or negligent acts of the SUBGRANTEE's employees, agents or licensees. Provided, however, nothing contained in this paragraph shall constitute a waiver of sovereign immunity or of the limitations on liability provided to SUBGRANTEE under the Florida Constitution or general law. Further, the parties acknowledge that the SUBGRANTEE is self-insured. The terms of this Section shall survive the termination of this Grant Agreement.

## V. RESPONSIBILITIES OF THE SUBGRANTEE

- a. The SUBGRANTEE shall use the grant funds solely for the Project as outlined in Exhibit 1.
- b. The SUBGRANTEE is responsible for the professional quality, timely completion, and the coordination of all services furnished by the SUBGRANTEE under this Agreement.
- c. Neither the SUBGRANTOR's review, approval or acceptance of, nor payment for the goods and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement.
- d. The rights and remedies of the SUBGRANTOR provided for under this Agreement are in addition to any other rights and remedies provided by law.
- e. The SUBGRANTEE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SUBGRANTEE for the purpose of securing business which have been disclosed to the SUBGRANTOR in writing. For breach or violation of this warrant, the SUBGRANTOR shall have the right to annul this Agreement without liability or in its discretion, recover the full amount of such commission, percentage, brokerage, or contingent fee.
- f. The SUBGRANTEE shall comply with all Federal, State, and local laws, regulations and ordinances applicable to the work or payment for work thereof and hereby certifies that it is an equal opportunity employer and will not discriminate directly or indirectly against existing employees or applicants in employment practices on the basis of race, color, sex, age, religion, or national origin.
- g. The SUBGRANTEE shall maintain books, records, documents, and other evidence directly pertaining to or connected with the goods and services under this Agreement which shall be available and accessible at the SUBGRANTEE's offices for the purpose of inspection, audit, and copying during the normal business hours by WCIND and/or the SUBGRANTOR,

or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after the fiscal year in which this Agreement has been completed. The SUBGRANTEE shall also allow inspection of the Project by WCIND and the SUBGRANTOR at any time during normal business hours with **24 hours notice**. Any refusal of the SUBGRANTEE of this right of access for inspection and/or audit by WCIND and/or SUBGRANTOR can cause unilateral cancellation of this Agreement.

- h. If it becomes necessary for WCIND and/or SUBGRANTOR to demand a refund of any of the grant funds tendered pursuant to this Agreement, the SUBGRANTEE agrees to return said funds within sixty (60) days from the date of receipt of the Notice to Return Funds. This return of funds shall also include interest based on a rate from the State of Florida Administration Pool for the period from the date of receipt through date of return.

- VI. In the event of any material breach of this Agreement or default on the part of the SUBGRANTEE, if not promptly and fully cured within thirty (30) calendar days after notice from the SUBGRANTOR, the SUBGRANTOR at its option, shall receive a refund from SUBGRANTEE of all grant funds advanced prior to such material breach or default.

## VII. OBLIGATIONS OF SUBGRANTOR

- a. The SUBGRANTOR's Administrative Agent is designated to serve as Project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. The responsibility of the SUBGRANTOR's Administrative Agent shall include:
  - (1) Examination of all goods and services provided by the SUBGRANTEE, and timely provide written decisions, if any, pertaining thereto so as not to delay the work of the SUBGRANTEE.
  - (2) Transmission of instructions, receipt of information, interpretation and definition of WCIND and SUBGRANTOR policies and decisions with respect to other matters pertinent to the work covered by this Agreement.

- (3) Review all of the SUBGRANTEE's documents and payment requests.
- b. The SUBGRANTOR's Administrative Agent may provide periodic review of the project for the duration of this Agreement and may make other SUBGRANTOR personnel available where required and necessary to assist the SUBGRANTEE. The availability and necessity of said personnel to assist the SUBGRANTEE shall be determined solely within the discretion of the SUBGRANTOR.

#### VIII. MISCELLANEOUS

- a. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written. No amendment, change, or addendum to this Agreement is enforceable into this Agreement.
- b. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- c. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida, and the sole jurisdiction for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida.
- d. If any term, condition, or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable; the remaining provision of this Agreement shall be valid and binding on each party.
- e. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement, and those executing this Agreement have all the requisite power and authority to bind the parties.
- f. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses listed below:

**SUBGRANTEE:**

NAME: Paul Dezzi  
TITLE: Fire Chief  
ADDRESS: 501 Bay Isles Road  
Longboat Key, FL 34228-3196  
PHONE: 941-316-1999

**SUBGRANTOR:**

NAME: Laird S. Wreford,  
Administrative Agent  
TITLE: Coastal Resource Manager  
ADDRESS: Natural Resources  
1001 Sarasota Center Blvd.  
Sarasota, FL 34240

IN WITNESS WHEREOF, the SUBGRANTOR and SUBGRANTEE have executed the Agreement as of the date first above written.

**WITNESS:**

**SUBGRANTEE:**

TOWN OF LONGBOAT KEY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_  
Terry Gans, Mayor

By: \_\_\_\_\_  
Town Attorney

Approved as to form and correctness:

**COUNTY:**  
BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: \_\_\_\_\_  
County Attorney

BY: \_\_\_\_\_  
Thomas A. Harmer,  
County Administrator  
Executed pursuant to authorization  
of the Board of County Commissioners

DATE: \_\_\_\_\_

# EXHIBIT 1

WEST COAST INLAND NAVIGATION DISTRICT  
WCIND WATERWAY DEVELOPMENT PROGRAM  
PROJECT AGREEMENT

Project No. S-319 (Town of Longboat Key -- Marine Fire Rescue Equipment) (FY16/17)  
Approval Date September 16, 2016 (WCIND Board)

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as "WCIND," and Sarasota County, hereinafter referred to as the COUNTY, in pursuance of a waterway development project approved under the WCIND Waterway Development Program, hereby agree to the following terms and conditions:

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, Florida Administrative Code, WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as Town of Longboat Key -- Marine Fire Rescue Equipment (FY16/17), WCIND Project No. S-319, in accordance with the following project elements:

**To upgrade/overhaul the marine Fire Department vessel, providing for essential safety equipment including portable communications devices, forcible entry tools, binoculars and EMS equipment.**

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

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$11,738.00 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

7. WCIND reserves the right to inspect the project as well as the right to audit any and all financial records pertaining to the project at any reasonable time. This Agreement can be unilaterally canceled by WCIND should the COUNTY refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

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

12. Justin McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due on December 31, March 31, June 30, and September 30) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

13. It shall be the responsibility of the COUNTY to secure all required permits.

14. The COUNTY shall insure that all purchases of goods and services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287 of the Florida Statutes, or the COUNTY Procurement Code, as applicable.

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

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

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

WITNESS:

Jean Vervaere

Signature

Jean Vervaere

Print

WEST COAST INLAND NAVIGATION DISTRICT

BY: Stacy R. Daulton

Chairman

Date: 1/4/2017

Approved as to form and correctness:

BY: Heather Schneider

Deputy County Attorney

COUNTY:

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: Thomas A. Harmer

Thomas A. Harmer,  
County Administrator

Executed pursuant to authorization  
of the Board of County Commissioners

DATE: 12/25/16

EXHIBIT 'A'  
DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
  2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

**EXHIBIT "B"**  
**MATCHING FUNDS CERTIFICATION REQUIREMENT**

Each county must certify that matching funds requirements were met as per the application when they request payment.

## EXHIBIT "C"

### GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT, NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION AND RECREATION

#### LAW ENFORCEMENT – 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

#### NAVIGATION IMPROVEMENT PROJECTS – 100%

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

#### ENVIRONMENTAL EDUCATION PROJECTS - 100%

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

#### BOATING SAFETY AND EDUCATION – 50% MATCH FUNDED

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

#### BOATING RECREATION - 50% MATCH FUNDED

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

WEST COAST INLAND NAVIGATION DISTRICT  
WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM

PROJECT NUMBER: S-319  
(W.C.I.N.D.)

DATE: FY17  
(FISCAL YEAR)

1. APPLICANT: Town of Longboat Key Fire Rescue
2. TYPE OF PROJECT: Boating Safety and Education
3. PROJECT TITLE: Marine Fire Rescue equipment
4. PROJECT LOCATION: Longboat Key coastal waterway, Sarasota Bay ICW to the shoreline of Longboat Key and to the Gulf of Mexico
5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: To upgrade/overhaul the marine Fire Department vessel, providing for essential safety equipment including portable communications devices, forcible entry tools, binoculars and EMS equipment. The equipment will be used on the fire/rescue marine unit to enhance on-the-water operations, consistent with the mission statement and core values of WCIND and Longboat Key Fire Rescue. See attached documents for additional information.

6. TYPE AND STATUS OF REQUIRED PERMITS, EASEMENTS OR LEASES:

TYPE: N/A STATUS: N/A

\_\_\_\_\_

\_\_\_\_\_

7. ESTIMATED COMPLETION DATE: September 30, 2017

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP
- B. SITE DEVELOPMENT PLAN
- C. PROJECTED COMPLETION DATE

WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM- CONTINUED

9. WCIND FUNDS REQUESTED: \$11,738 DOLLARS

10. LIST AMOUNT (S) AND SOURCE (S) OF OTHER PROJECT FUNDS.

ATTACH SEPARATE SHEET CLEARLY IDENTIFYING AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 FS AND RULE 16S-2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXCEPTED PROJECTS.

Matching funds provided by Town of Longboat Key's general fund.

11. ESTIMATED TOTAL PROJECT COST: \$23,476 DOLLARS

12. APPLICANT IDENTIFICATION:

APPLICANT COUNTY: Sarasota

LOCATED IN CITY OF: Town of Longboat Key (IF APPLICABLE)

LIAISON AGENT: Laird S. Wreford, Coastal Initiatives Manager

APPOINTED REPRESENTATIVE OF: Sarasota COUNTY, BOARD OF  
(NAME OF COUNTY) COUNTY COMMISSIONERS

OR:

APPOINTED REPRESENTATIVE OF: N/A STATE OF FLORIDA  
(NAME OF DEPARTMENT)

ADDRESS: 1001 Sarasota Center Blvd  
Sarasota, Florida 34240

TELEPHONE NO.: 941-809-7491

13. SIGNATURE: Laird S. Wreford

DATE: 5-26-16



# TOWN OF LONGBOAT KEY

*Incorporated November 14, 1955*

Town Hall  
501 Bay Isles Road  
Longboat Key, Florida 34228-3196  
(941) 316-1999  
SUNCOM 516-2760  
Fax (941) 316-1656  
www.longboatkey.org

March 1, 2016

Laird S. Wreford  
Sarasota County Coastal Resources Manager  
1001 Sarasota Center Blvd.  
Sarasota, Florida 34240

Subject: Longboat Key Fire Rescue-Emergency Response Boat 2016-17  
WCIND Grant Request

Dear Mr. Wreford:

We would appreciate your assistance and support in forwarding this letter and application requesting funds for replacement equipment for Longboat Key Fire Department's Marine Unit.

Longboat Key is a barrier island community. The Town lies within two counties. The northern portion of Longboat Key is in Manatee County and the southern portion is in Sarasota County. The island is connected to both counties by two drawbridges. The island is surrounded by the Gulf of Mexico on the west and Sarasota Bay on the east. Longboat Key is a total of 17.1 square miles, 4.8 square miles of land and 12.1 square miles of water. Longboat Key is a beach paradise attracting thousands of tourists every year. It is seasonal in that during the winter to spring time, the population of the island increases nearly three times. Many of these visitors/residents spend their time in and on the waters of the island.

The Longboat Key Fire Rescue boat responds to medical and fire calls as well as reports of overturned vessels in the waterways and reports of toxic or hazardous waste spills for the Town of Longboat Key and parts of Sarasota County. The Firefighter Paramedics provide 24-hour response to calls for assistance as well as maintaining an on-duty staff during special events.

Longboat Key Fire Rescue Department Marine Operations is the only marine vessel that operates 24/7/365 days a year on Longboat Key and has the greatest offshore capability of any fire-rescue marine unit in the region. In addition, the boat is equipped as an advanced life support (ALS) unit providing the same level of emergency care to boaters that an ALS ambulance unit can provide on land. This staffed marine unit assists Longboat Key law enforcement after hours, providing support to their enforcement operation. Longboat Key Fire Rescue provides automatic aid to both Manatee and Sarasota Counties that includes all fire and rescue operations. Jewfish Key, an island located within Longboat Key's jurisdiction, has 7 residences that are only accessible by boat. The Fire-Rescue marine unit provides the only fire-rescue and emergency care apparatus available to residents of that island.

Longboat Key Fire Rescue operates on the water for the Offshore Grand Prix, Longboat Key Kayak Races, July 4<sup>th</sup> fireworks, Sarasota Christmas Parade of Boats, Longboat Key/Sarasota Tri-Athlon, and others, providing immediate emergency services. Longboat Key Fire Rescue both patrols, provides assistance to boaters, and responds to emergency requests from boats and other governmental agencies such as the U. S. Coast Guard, Florida Fish & Wildlife Commission, Manatee County, and Sarasota County. In addition, they are available to assist those agencies during special events to increase boater safety and awareness.

The core mission of WCIND is "To preserve and enhance the commercial, recreational, and ecological values of the District waterways and to promote safe navigation and the enjoyment of water-based activities such as boating, fishing, and beach recreation." Similarly, Longboat Key Fire Rescue's mission is "To protect life and property and the environment by providing exceptional emergency services through training, education and customer service." The two mission statements complement each other by ensuring citizens and visitors are safe on the water and beaches. The Longboat Key Fire-Rescue Marine Unit is a vital public safety service – protecting and serving our residents, visitors, and marine industry workers on the waterways.

Keeping the mission statement(s) in mind, Longboat Key Fire Rescue is requesting consideration for WCIND funding for Marine (Fire and EMS) Equipment of \$23,476

#### Equipment

Upgrade/overhaul of vessel to increase functionality; (\$2,223)  
800 MHz Motorola Portable Radios; (\$21,253)

Total Fire/Rescue Marine Equipment  
FY 2016-2017 Request: \$23,476

Longboat Key General Fund will be providing 50% of the funding for this grant from the 2016-17 fiscal year budget.

The funding of this grant request will allow Longboat Key Fire Rescue to continue our twenty-four hour "readiness to service" capacity to all critical water incidents as well as provide firefighting capabilities (for marinas, homes along the water, on islands, and marine vessels), storm preparedness exercises, and weekly Standard Operating Procedures (SOP) training. As well as provide availability and assistance during special events to increase boater safety and awareness. Unlike other jurisdictions, all members of Marine Operations are

**U.S. Coast Guard Licensed Master Captains, certified firefighters and EMT/Paramedics allowing them to function in multiple capacities, depending on the emergency needs.**

**In short, the funding by this grant will enhance this marine unit's response to all critical incidents, promote safety, and achieve a higher level of public service upon waters of Longboat Key and Sarasota County.**

Respectfully submitted,



**Phil D. Dazzi**  
**Fire Chief**



# TOWN OF LONGBOAT KEY

*Incorporated November 14, 1955*

Town Hall  
501 Bay Isles Road  
Longboat Key, Florida 34228-3196  
(941) 316-1999  
SUNCOM 516-2760  
Fax (941) 316-1656  
[www.longboatkey.org](http://www.longboatkey.org)

March 1, 2016

## EXHIBIT 2

Laird S. Wreford  
Sarasota County Coastal Resources Manager  
1001 Sarasota Center Blvd.  
Sarasota, Florida 34240

**Subject: Longboat Key Fire Rescue-Emergency Response Boat 2016-17  
WCIND Grant Request**

Dear Mr. Wreford:

We would appreciate your assistance and support in forwarding this letter and application requesting funds for replacement equipment for Longboat Key Fire Department's Marine Unit.

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Longboat Key Fire Rescue operates on the water for the Offshore Grand Prix, Longboat Key Kayak Races, July 4<sup>th</sup> fireworks, Sarasota Christmas Parade of Boats, Longboat Key/Sarasota Tri-Athlon, and others, providing immediate emergency services. Longboat Key Fire Rescue both patrols, provides assistance to boaters, and responds to emergency requests from boats and other governmental agencies such as the U. S. Coast Guard, Florida Fish & Wildlife Commission, Manatee County, and Sarasota County. In addition, they are available to assist those agencies during special events to increase boater safety and awareness

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Keeping the mission statement(s) in mind, Longboat Key Fire Rescue is requesting consideration for WCIND funding for Marine (Fire and EMS) Equipment of \$24,556

#### Equipment

PFD LED lights (\$110)  
Marine Batteries (\$880)  
EPIRB Battery (\$300)  
Taylor Made Fenders (\$200)  
Anchor Lines (\$480)  
VHF Radio (\$200)  
Antenna Mount (\$50)  
VHF Antenna (\$163)  
VHF Radio Install (\$300)  
Water Rescue Gear Bags (\$320)  
800 MHz Motorola Portable Radios; (\$21,253)

Total Fire/Rescue Marine Equipment  
FY 2016-2017 Request: \$24,556

Longboat Key General Fund will be providing 50% of the funding for this grant from the 2016-17 fiscal year budget.

The funding of this grant request will allow Longboat Key Fire Rescue to continue our twenty-four hour "readiness to service" capacity to all critical water incidents as well as provide firefighting capabilities (for marinas, homes along the water, on islands, and marine vessels), storm preparedness exercises, and weekly Standard Operating Procedures (SOP) training. As well as provide availability and assistance during special events to increase boater safety and awareness. Unlike other jurisdictions, all members of Marine Operations are

U.S. Coast Guard Licensed Master Captains, certified firefighters and EMT/Paramedics allowing them to function in multiple capacities, depending on the emergency needs.

In short, the funding by this grant will enhance this marine unit's response to all critical incidents, promote safety, and achieve a higher level of public service upon waters of Longboat Key and Sarasota County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'P. Dezzi', with a large, stylized flourish at the end.

Paul B. Dezzi  
Fire Chief

WEST COAST INLAND NAVIGATION DISTRICT  
WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM

PROJECT NUMBER: \_\_\_\_\_  
(W.C.I.N.D.)

DATE: \_\_\_\_\_  
FY17  
(FISCAL YEAR)

1. APPLICANT: Town of Longboat Key Fire Rescue

2. TYPE OF PROJECT: Boating Safety and Education

3. PROJECT TITLE: Marine Fire Rescue equipment

4. PROJECT LOCATION: Longboat Key coastal waterway, Sarasota Bay ICW to the shoreline of Longboat Key and to the Gulf of Mexico

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: To upgrade/overhaul the marine Fire Department vessel, providing for essential safety equipment including portable communications devices, forcible entry tools, binoculars and EMS equipment. The equipment will be used on the fire/rescue marine unit to enhance on-the-water operations, consistent with the mission statement and core values of WCIND and Longboat Key Fire Rescue. See attached documents for additional information.

6. TYPE AND STATUS OF REQUIRED PERMITS, EASEMENTS OR LEASES:

TYPE: N/A STATUS: N/A

\_\_\_\_\_  
\_\_\_\_\_

7. ESTIMATED COMPLETION DATE: September 30, 2017

8. REQUIRED ATTACHMENTS:

A. VICINITY MAP

B. SITE DEVELOPMENT PLAN

C. PROJECTED COMPLETION DATE

WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM- CONTINUED

9. WCIND FUNDS REQUESTED: \$11,738 DOLLARS

10. LIST AMOUNT (S) AND SOURCE (S) OF OTHER PROJECT FUNDS.

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Matching funds provided by Town of Longboat Key's general fund.

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12. APPLICANT IDENTIFICATION:

APPLICANT COUNTY: Sarasota

LOCATED IN CITY OF: Town of Longboat Key (IF APPLICABLE)

LIAISON AGENT: Laird S. Wreford, Coastal Initiatives Manager

APPOINTED REPRESENTATIVE OF: Sarasota COUNTY, BOARD OF  
(NAME OF COUNTY) COUNTY COMMISSIONERS

OR:

APPOINTED REPRESENTATIVE OF: N/A STATE OF FLORIDA  
(NAME OF DEPARTMENT)

ADDRESS: 1001 Sarasota Center Blvd  
Sarasota, Florida 34240

TELEPHONE NO.: 941-809-7491

13. SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**End of Agenda Item**