

RESOLUTION NO. 15R-2491

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 BY PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNTS IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY IF ANY OF THE PARTS HEREOF ARE DECLARED INVALID; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 14R-2434 the City has adopted a budget for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015; and

WHEREAS, the City needs to amend said budget so as to provide for supplemental appropriations in the amounts identified in Exhibit A; and

WHEREAS, Section 166.241 (4) (c) Florida Statutes requires such a budget amendment be adopted in the same manner as the original budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SARASOTA, FLORIDA:

Section 1. The budget for the fiscal year commencing October 1, 2014 is hereby amended by providing for supplemental appropriations in the amounts identified in Exhibit A.

Section 2. Should any section, sentence, clause, part or provision of this Resolution be declared invalid or unenforceable, by a court of competent jurisdiction, the same shall not affect the validity of this Resolution as a whole, or any part hereof other than the part declared to be invalid. Said provision declared to be invalid shall be deemed severed from the remaining provisions of this Resolution.

Section 3. Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

ADOPTED by the City Commission of the City of Sarasota, upon reading by title only, after posting on the bulletin board at City Hall for at least three (3) days prior to adoption, as provided by Article IV, Section 2 of the Charter of the City of Sarasota, this 18th day of May, 2015.

Willie Charles Shaw, Mayor

ATTEST:

City Auditor and Clerk

<u>Yes</u>	Mayor Shaw
<u>Yes</u>	Vice Mayor Atwell
<u>Yes</u>	Commissioner Alpert
<u>Yes</u>	Commissioner Chapman
<u>Yes</u>	Commissioner Freeland Eddie

EXHIBIT A
City of Sarasota
Budget Amendments for 2014-15

Back-up #	FND	DPT	CC	OBJECT	PROJ	Project Description	Appropriated Expense	Revenue
<i><u>Building Services Fund</u></i>								
05/18-01	106	033	651	000637	000000	Use of fund balance for software modifications to current Lotus Notes database.	\$ 33,600	
<i><u>WCIND Fund</u></i>								
05/18-02	191	724	167	337210	003057	Establish revenue and expense budget for the WCIND S-262 grant for derelict vessel removal.	20,000	\$ 20,000
	191	724	167	029437	003057		20,000	
05/18-03	191	724	167	337210	003056	Establish revenue and expense budget for the WCIND S-278 grant for funding of one Marine Patrol Officer	87,262	87,262
	191	724	167	000901	003056		87,262	
<i><u>General Fund</u></i>								
05/18-03	001	724	167	381000	003056	Establish revenue budget for reimbursement of funds from WCIND S-278 grant		87,262
05/18-04	001	285	000	366000	000000	Accept contribution for Homelessness Response from the Downtown Improvement District and increase expense budget in Homelessness Contingency	12,000	12,000
	001	285	000	000698	000000		12,000	



Interoffice Memorandum

Date: April 28, 2015

To: John Lege, Director Finance

From: Timothy Litchet, Director of NDS

A handwritten signature in black ink, appearing to read "TL", is positioned to the right of the "From:" line.

Subject: Request for Budget Amendment

The purpose of this request is to prepare a budget amendment for **\$33,600**.

NDS is requesting to establish the budget using fund balance from the Building Services Fund to hire One Stop Technical Resource Services to make changes within the current Lotus Notes database.

This development effort will eliminate current work arounds, allow for exporting information and to increase stability within Lotus Notes until the new building software is implemented.

106-033-651-000637 - Building Expense Project \$33,600

ONE STOP

TECHNICAL RESOURCE SERVICES

1408 Somerset
 McKinney, Texas 75070
 Phone 214-385-1872
 Email brian_navors@ostrs.com

Quote

DATE: 4/8/2014
 INVOICE # 511425
 Tax ID 27-2311012

Bill To:
 City of Sarasota
 Information Systems Technology
 1565 1st Stree - Room 209
 Sarasota, FL 34236

For:
 Information Services

DESCRIPTION	Hours	RATE	AMOUNT
Programming change to domino databases to allow users to make changes without Information Technology's assistance and reducing the over all cost of ownership of this platform. By doing this development effort it will do away with agents that are currently needed to update address's or owner information. This will also include a view that will allow anyone to export information with only the information needed. By programming it will eliminate the current work arounds as well as increase the over all stability of the	360.00	\$ 140.00	\$ 50,400.00
infrastructure support that includes, clustering the environment to prevent single point of failure, security clean up, updateing server to newer version for stability, back onsite in 6 months, along with user support for 1 year. PAID		\$16,800.00	(16,800.00)
SUBTOTAL			\$ 33,600.00
OTHER			-
TOTAL			\$ 33,600.00

THANK YOU FOR YOUR BUSINESS!



Interoffice Memorandum

Date: April 30, 2015

To: City Commission

Thru: Thomas Barwin, City Manager

From: Bernadette DiPino, Chief of Police

Subject: Request for Budget Amendment to create a budget for WCIND Grant S-262 (Fund 191-724-167)

AM 5/5/15

The Sarasota Police Department requests a budget amendment to set up a funding structure, to allow spending of WCIND S-262 (Derelict vessel removal) grant. This grant award has been accepted by the City Commission on March 16, 2015.

This budget amendment is to establish a budget for the WCIND S-262 Grant.

<u>Account Description:</u>	<u>Account Code:</u>	<u>Budget Amount:</u>
WCIND S-262 Proceeds	191-724-167-337210-003057	\$20,000.00
Boat Salvage .	191-724-167-029437-003057	\$20,000.00

Recommend approval.

BD/gg

GRANT AGREEMENT

THIS AGREEMENT is made and entered into this 29 day of April, 2015 by and between Sarasota County, a political subdivision of the State of Florida, hereinafter called "SUBGRANTOR" and the City of Sarasota (including any subsidiaries or affiliated, officers, employees, volunteers, representatives and agents), hereinafter called "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-262) (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 **\$20,000.00** 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 December 29, 2014.
- III. The SUBGRANTEE shall receive funds from the SUBGRANTOR only as reimbursement of funds previously expended by the SUBGRANTEE. (The SUBGRANTOR, in turn, shall then submit to WCIND for reimbursement by WCIND of the funds paid out by the SUBGRANTOR to the SUBGRANTEE for the SUBGRANTEE's expenditures.) 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.
 - 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.

IV. The SUBGRANTEE agrees to accomplish the work on this Project between October 1, 2014 and September 30, 2015.

Commencing October 1, 2014, 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, 2015. 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.

V. INSURANCE AND INDEMNIFICATION

Each party hereto agrees that it shall be solely responsible for the wrongful acts of its officers, employees, agents and volunteers. 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.

- a. The SUBGRANTEE warrants and represents that it is either self-funded or carries commercial insurance for workers compensation, employer's liability, commercial general liability, ocean marine liability, and automobile insurance in sufficient limits to comply with their obligation under this Contract.

VI. RESPONSIBILITIES OF THE SUBGRANTEE

- a. The SUBGRANTEE shall use the grant funds 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.
- VII. 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 the SUBGRANTEE of all grant funds advanced prior to such material breach or default.

VIII. 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.

IX. 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, changes, 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:

The remainder of this page intentionally left blank.

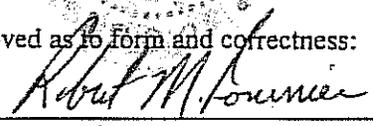
SUBGRANTEE's Representative:
NAME: Gloria Gorritz
TITLE: Budget Coordinator
ADDRESS: City of Sarasota Police Department
2099 Adams Lane
Sarasota, FL 34237
PHONE: (941) 954-7005
FAX: (941) 954-7048

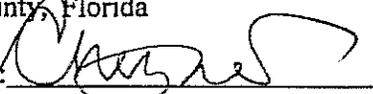
COUNTY's Administrative Agent:
NAME: Laird S. Wreford
TITLE: Coastal Res. Manager
ADDRESS: Natural Resources
1001 Sarasota Center Blvd
Sarasota, FL 34240
PHONE: (941) 861-0668
FAX: (941) 861-6267

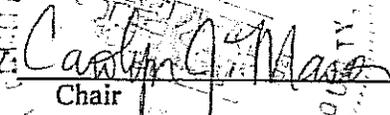
IN WITNESS WHEREOF, the COUNTY and GRANTEE have executed the agreement as of the date first above written:

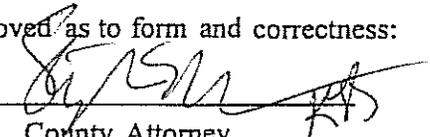
ATTEST:
BY: 
Pamela M. Nadalini, MBA, CMC
City Auditor and Clerk

SUBGRANTEE:
BY: 
Willie Charles Shaw, Mayor
Sarasota City Commission

Approved as to form and correctness:
BY: 
City Attorney

ATTEST:
Karen E. Rushing, Clerk of the Circuit
Court and Ex-Officio to the Board of
County Commissioners, Sarasota
County, Florida
BY: 
Deputy Clerk

SUBGRANTOR:
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA
BY: 
Chair

Approved as to form and correctness:
BY: 
County Attorney

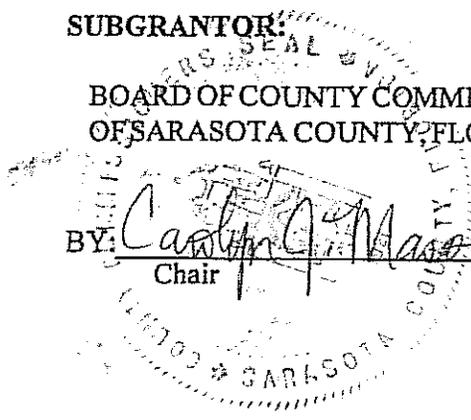


Exhibit 1

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Project No. **S-262** (City of Sarasota – Police Marine Patrol – Derelict Boat Removal)
(FY14/15)
Approval Date September 19, 2014 (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 **(City of Sarasota – Police Marine Patrol – Derelict Boat Removal) (FY14/15)**, WCIND Project No. S-262, in accordance with the following project elements:

Removal of sunk, wrecked, derelict vessels from the InterCoastal and local waterways.

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 \$20,000.00 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. Charles W. Listowski, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. 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.

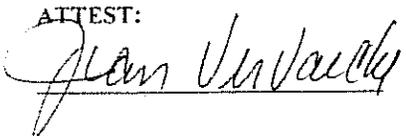
13. It shall be the responsibility of the COUNTY to secure all required permits.

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.

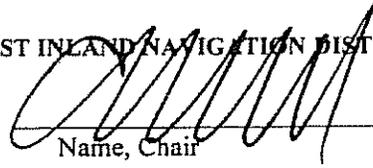
15. WCIND and COUNTY mutually agree to the following special terms and conditions incorporated as part of this Agreement: See Exhibit "A", Exhibit "B", and Exhibit "C".

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.

ATTEST:


WEST COAST INLAND NAVIGATION DISTRICT

BY: 
Name, Chair

Date: 12.29.14

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 
County Administrator

Date: 12/17/14

Approved as to form and correctness:

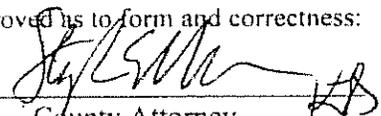
BY: 
County Attorney

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 20% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. 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 nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

FORM #2, Effective Date: 11-11-90.

Exhibit 2

Attachment 2

Application #5



Bernadette A. DiPino
Chief of Police

SARASOTA POLICE DEPARTMENT
2009 Adams Lane • Sarasota, FL 34237
Post Office Box 3528 • Sarasota, FL 34230

Phone: (941) 854-7001
Fax: (941) 854-7034

April 24, 2014

Mr. Laird Wreford
Coastal Resource Manager
Natural Resources Department
1001 Sarasota Center Blvd
Sarasota, FL 34240

Ref: Sarasota Police Marine Patrol
FY 2015 WCIND Grant Request

Dear Mr. Wreford:

We appreciate your assistance and support in forwarding this letter and application requesting funds for the Sarasota Police Department's Marine Patrol Unit. The Marine Patrol Unit patrols the waterways of the City of Sarasota, Sarasota County and the area of Longboat Key. In the past 12 month our Marine Patrol Unit has worked hard to reduce the number of derelict vessels in or on Sarasota Bay waters. We have encouraged owners to take responsibility for their vessels, unfortunately there are times when the owner is absent or proper ownership cannot be determined. Our efforts to remove the derelict vessels insure that the pollution does not contaminate local waters and that the area is free of additional navigational hazards. We anticipate several vessels will need to be removed in the coming fiscal year. These funds are used to cover the removal and the cost of disposal once the vessel is destroyed.

The Sarasota Police Marine Unit requests \$20,000 in WCIND funding for derelict boat/debris removal.

The grant would be applied toward the following purchases:

Derelict Boat Removal/debris	\$20,000
------------------------------	----------

The removal of derelict boats, navigational hazards and other pollutants are critical to core values of preserving the commercial, recreational and ecological values of our local WCIND district. In the past our Agency has helped surrounding jurisdictions without hesitation when it comes to removing pollution. The Sarasota Police Department is the only Agency in the area

that is equipped to raise sunken vessels or debris and remove them from the water. The benefit to the community is readily apparent before and after the pollution is removed from the waterway. Aesthetically it improves our local paradise that tourists and residents enjoy. Environmentally, it improves water quality and protects the fragile ecosystem of our local waters. Countless users reap the benefits of your grant.

Sincerely,



Bernadette DiPino
Chief of Police

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM

PROJECT NUMBER: _____
(W.C.I.N.D.)

DATE: _____ 2015 _____
(FISCAL YEAR)

1. APPLICANT: _____ Sarasota Police Department _____

2. TYPE OF PROJECT: _____ Derelict Vessel Removal _____

3. PROJECT TITLE: _____

4. PROJECT LOCATION: _____ City of Sarasota, Sarasota County upon request/approval _____

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: _____
removal of sunk, wrecked, derelict vessels from the InterCoastal and local waterways.

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

TYPE: _____ STATUS: _____

7. ESTIMATED COMPLETION DATE: _____

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: \$ 20,000 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: \$ 20,000 DOLLARS

12. APPLICANT IDENTIFICATION:

APPLICANT COUNTY: Sarasota

LOCATED IN CITY OF: Sarasota (IF APPLICABLE)

LIAISON AGENT: _____

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

OR:

APPOINTED REPRESENTATIVE OF: Sarasota Police Department STATE OF FLORIDA
(NAME OF DEPARTMENT)

ADDRESS: 2099 Adams Lane

Sarasota, FL. 34237

TELEPHONE NO.: 941.809.0255 or 941.915.0692

13. SIGNATURE: Chief Bernadette O'Brien

DATE: 5-5-15



Interoffice Memorandum

Date: April 30, 2015

To: City Commission *4/30/15*

Thru: Thomas Barwin, City Manager

From: Bernadette DiPino, Chief of Police

Subject: Request for Budget Amendment to create a budget for WCIND Grant S-278 (**Fund 191-724-167**)

The Sarasota Police Department has been awarded with WCIND S-278, the amount of \$87,262.00 for the funding of our Marine Patrol Personnel. This grant award has been accepted by the City Commission on March 16, 2015.

This budget amendment is to establish a budget for the WCIND S-278 Grant.

FROM GENERAL FUND:

Transfer in from WCIND Grant for Marine Patrol Personnel:	001-724-167-381000-003056	\$87,262.00
--	---------------------------	-------------

POLICE WCIND FUND:

WCIND S-278 Grant Proceeds	191-724-167-337210-003056	\$87,262.00
Transfer out to General Fund for Marine Patrol Personnel	191-724-167-000901-003056	\$87,262.00

Recommend approval.

BD/gg

GRANT AGREEMENT

THIS AGREEMENT is made and entered into this 29 day of April, 2015 by and between Sarasota County, a political subdivision of the State of Florida, hereinafter called "SUBGRANTOR" and the City of Sarasota (including any subsidiaries or affiliated, officers, employees, volunteers, representatives and agents), hereinafter called "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-278) (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 **\$87,262.00** 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 December 29, 2014.
- III. The SUBGRANTEE shall receive funds from the SUBGRANTOR only as reimbursement of funds previously expended by the SUBGRANTEE. (The SUBGRANTOR, in turn, shall then submit to WCIND for reimbursement by WCIND of the funds paid out by the SUBGRANTOR to the SUBGRANTEE for the SUBGRANTEE's expenditures.) 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.
 - 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.

IV. The SUBGRANTEE agrees to accomplish the work on this Project between October 1, 2014 and September 30, 2015.

Commencing October 1, 2014, 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, 2015. 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.

V. INSURANCE AND INDEMNIFICATION

Each party hereto agrees that it shall be solely responsible for the wrongful acts of its officers, employees, agents and volunteers. 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.

- a. The SUBGRANTEE warrants and represents that it is either self-funded or carries commercial insurance for workers compensation, employer's liability, commercial general liability, ocean marine liability, and automobile insurance in sufficient limits to comply with their obligation under this Contract.

VI. RESPONSIBILITIES OF THE SUBGRANTEE

- a. The SUBGRANTEE shall use the grant funds 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.
- VII. 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 the SUBGRANTEE of all grant funds advanced prior to such material breach or default.

VIII. 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.

IX. 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, changes, 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:

The remainder of this page intentionally left blank.

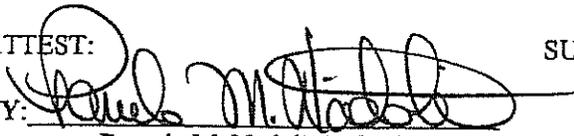
SUBGRANTEE's Representative:
NAME: Gloria Gorritz
TITLE: Budget Coordinator
ADDRESS: City of Sarasota Police Department
2099 Adams Lane
Sarasota, FL 34237
PHONE: (941) 954-7005
FAX: (941) 954-7048

COUNTY's Administrative Agent:
NAME: Laird S. Wreford
TITLE: Coastal Res. Manager
ADDRESS: Natural Resources
1001 Sarasota Center Blvd
Sarasota, FL 34240
PHONE: (941) 861-0668
FAX: (941) 861-6267

IN WITNESS WHEREOF, the COUNTY and GRANTEE have executed the agreement as of the date first above written:

ATTEST:

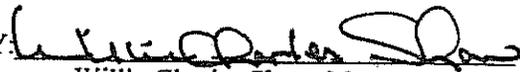
BY:



Pamela M. Nadalini, MBA, CMC
City Auditor and Clerk

SUBGRANTEE:

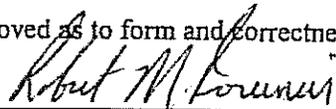
BY:



Willie Charles Shaw, Mayor
Sarasota City Commission

Approved as to form and correctness:

BY:

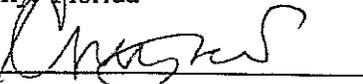


City Attorney

ATTEST:

Karen E. Rushing, Clerk of the Circuit
Court and Ex-Officio to the Board of
County Commissioners, Sarasota
County, Florida

BY:



Deputy Clerk

SUBGRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

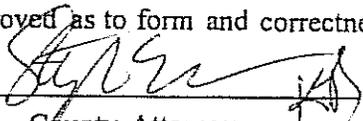
BY:



Chair

Approved as to form and correctness:

BY:



County Attorney

Exhibit I

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

PROJECT AGREEMENT

Project No. S-278 (City of Sarasota Police Department) (FY14/15)

Approval Date September 19, 2014 (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 **(City of Sarasota Police Department) (FY14/15)**, WCIND Project No. S-278, in accordance with the following project elements:

Enhance marine unit response to all critical incidents and achieve a higher level of public services. Help preserve and enhance the waterways of Sarasota County through boater safety and education through enforcement of State and Local boating regulations, including Manatee zones and restricted areas.

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 \$87,262.00 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. Charles W. Listowski, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. 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.

ATTEST:
Joan VanKleeck

WEST COAST INLAND NAVIGATION DISTRICT
BY: [Signature]
Name, Chair
Date: 12.29.14

COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA
BY: [Signature]
County Administrator
Date: 12/17/14

Approved as to form and correctness:
BY: [Signature]
County Attorney

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 20% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. 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 nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

FORM #2, Effective Date: 11-11-90.

Exhibit 2

Attachment 2

Application #21



Bernadette A. DiPino
Chief of Police

SARASOTA POLICE DEPARTMENT
2099 Adams Lane • Sarasota, FL 34237
Post Office Box 3529 • Sarasota, FL 34230

Phone: (941) 954-7001
Fax: (941) 954-7034

April 21, 2014

Mr. Laird Wreford
Coastal Resource Manager
Natural Resources Department
1001 Sarasota Center Blvd
Sarasota, FL 34240

Ref: Sarasota Police Marine Patrol
2015 WCIND Grant Request

Dear Mr. Wreford:

We appreciate your assistance and support in forwarding this letter and application requesting funds for the Sarasota Police Department's Marine Patrol Unit. The Marine Patrol Unit patrols the waterways of the City of Sarasota, Sarasota County and the area of Longboat Key. Our full time marine officer is supplemented by several officers that work the street and a newly instituted civilian marine patrol volunteer program. Our Department has worked hard to increase our visibility on the water and to ensure the safety of the boating public. The Marine Patrol Unit conducts boating safety inspections, enforces boating laws, responds to calls for assistance, and removes hazardous materials from the local waterways.

The Sarasota Police Marine Unit requests \$87,262 in WCIND funding for the purposes of operating and maintaining our marine officers and law enforcement vessels. Our vessels are utilized for emergency responses, multi-agency events, derelict boat removals, and the protection of citizens and waterways throughout Sarasota County.

The grant would be applied toward the following purchases:

Operation and Maintenance of the Marine Unit	\$87,262
--	----------

The funding of this grant will enhance our marine units's response to all critical incidents and achieve a higher level of public service. It will help us to preserve and enhance the waterways of Sarasota County.

Thank you for all that you do to maintain our marine unit.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bernadette DiPino".

Bernadette DiPino
Chief of Police

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

APPLICATION FORM

PROJECT NUMBER: _____
(W.C.I.N.D.)

DATE: _____ 2015 _____
(FISCAL YEAR)

1. APPLICANT: _____ Sarasota Police Department _____

2. TYPE OF PROJECT: _____ Marine Patrol Operations _____

3. PROJECT TITLE: _____

4. PROJECT LOCATION: _____ City of Sarasota, Sarasota County upon request/approval _____

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: _____

Our vessels are utilized for emergency responses, multi-agency events, derelict boat removal, and for the protection of citizens and waterways throughout Sarasota County

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

TYPE: _____ STATUS: _____

7. ESTIMATED COMPLETION DATE: _____

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: 87,262 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: 87,262 DOLLARS

12. APPLICANT IDENTIFICATION:

APPLICANT COUNTY: Sarasota

LOCATED IN CITY OF: Sarasota (IF APPLICABLE)

LIAISON AGENT: _____

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

OR:

APPOINTED REPRESENTATIVE OF: Sarasota Police Department STATE OF FLORIDA
(NAME OF DEPARTMENT)

ADDRESS: 2099 Adams Lane

Sarasota, Fl. 34237

TELEPHONE NO.: 941.809.0255 or 941.915.0692

13. SIGNATURE: *Chief Bernadette*

DATE: 5-5-15



Interoffice Memorandum

Date: May 8, 2015

To: John Lege, Finance Director

From: Marlon Brown, Deputy City Manager

Subject: Request for Budget Amendment to the General Fund – Downtown Improvement District's Contribution to Homelessness Response

The Downtown Improvement District has contributed \$12,000 to the General Fund for Homelessness Response. Staff is requesting a budget amendment to accept the contribution from the Downtown Improvement District and amend the General Fund budget for Homelessness Response by \$12,000.

This budget amendment will increase the Contributions and Sponsorships Revenue Account (001-285-000-366000-000000) and a corresponding increase in the Homelessness Contingency Account (001-285-000-000698-000000) in the amount of \$12,000.

Staff is recommending approval of this budget amendment.