



Charlotte County Government

"To exceed expectations in the delivery of public services."

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August 22, 2018

Charlotte Harbor National Estuary Program
Attn: Danielle Berhel
326 West Marion Ave.
Punta Gorda, FL 33950

RE: Grant Agreement s391907 Signature Request

Dear Danielle,

On May 8, 2018, the Charlotte County Board of County Commissioners approved the Marine Advisory Committee's recommendation funding your fiscal year 2019 project. The attached funding agreement for your project is ready for Mayor Rachel Keesling's notarized signature. This document has already been signed by our CFO and County Administrator and is considered the original document. Please staff this original agreement for signature and return the original to my attention no later than September 15, 2018.

As a reminder, this agreement is effective October 1, 2018. No expenditures made prior to this date will be considered for reimbursement.

I look forward to work with you on this. Please call me if you need any clarifications.

Sincerely,

Jim Darden
Senior Financial Analyst
Jim.Darden@CharlotteCountyFL.gov

Enclosure

BUDGET & ADMINISTRATIVE SERVICES

Fiscal Services Division
18500 Murdock Circle, Suite B-109 | Port Charlotte, Florida 33948
Phone: 941.764.5532

AGREEMENT FOR BOATER REVOLVING FUND GRANT PROGRAM

THIS AGREEMENT is entered into by and between the CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and CHARLOTTE HARBOR NATIONAL ESTUARY PROGRAM, hereafter referred to as "Recipient", and is for implementation of the ADVENTURES IN CHARLOTTE HARBOR WATERSHED PROJECT (hereafter "Project"), more fully described in its Application for Financial Assistance, attached hereto as Exhibit "A", and incorporated herein by reference, to be carried out with funding provided by the County from the Boater Revolving Funds (hereafter "BRF").

WHEREAS, the County, on May 8, 2018 adopted Resolution No. 2018-054 and certified that the moneys from the BRF will be appropriately and effectively used by Recipient for its Project; and

WHEREAS, funds received from BRF are committed for expenditure in program activities that meet BRF criteria for grants; and

WHEREAS, the County has approved the Recipient's request for grant funding under the BRF in accordance with their Pre-Application Form for grantees;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes and Charlotte County Resolutions #96117OAO and #9811OAO. In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants, and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in Resolution No. 2018-054. The funding of the grant shall not exceed \$5,000.00 during the County's fiscal 2019 (October 1, 2018 through September 30, 2019). No reimbursement shall be allowed for expenses made prior to October 1, 2018, or after September 30, 2019.
3. The Recipient agrees, warrants, and covenants that:
 - a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the BRF, as set forth in the current grant program guidelines. Moneys shall not be expended for any purpose not used exclusively for the authorized project. Moneys shall not be used to offset in-house labor, services, operational, or administrative costs.

- b. BRF funds shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering, or architectural, permitting and utilities fees.
- c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$5,000 or greater must have no less than three written bids. Quotes must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Sole-Source vending may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.

4. Reporting:

The Recipient agrees to submit quarterly project status reports to the County. Reports will be due January 10, April 10, July 10, and October 10. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

5. Official communications shall be delivered as follows.

Charlotte County Liaison Agent:

Jim Darden
Charlotte County Fiscal Services
18500 Murdock Circle Suite B-109
Port Charlotte, Florida 33948
Office: 941-764-5532
Jim.Darden@CharlotteCountyFL.gov

Recipient Project Manager:

Danielle Berhel
Charlotte Harbor National Estuary Program
326 West Marion Avenue
Punta Gorda, FL 33950-4417
941-575-3386
E-Mail: DBerhel@CHNEP.org

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

6. The County and the Recipient agree, covenant, and warrant as follows:

- a. The grant funds will be disbursed to the Recipient, on a reimbursement basis, upon receipt of appropriate paid invoices with sufficient supporting documentation to show the Recipient was the final payer for project costs. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court.
- b. The Recipient may submit invoice for reimbursement anytime during the term of the agreement, but shall submit the final invoice for payment to the County no later than thirty (30) days after the Agreement ends or is terminated. If the Recipient fails to do so, the County, in its sole discretion, may refuse to honor any requests submitted after this period and may consider the Recipient to have forfeited any and all rights to payment under this Agreement .
- c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, or other applicable statutes and rules.
- d. The grant period is for one (1) year only – October 1, 2018 to September 30, 2019. Awarded funds must be expended and equipment and/or services received before October 1, 2019.
- e. For extenuating circumstances, the County may approve a project extension in accordance with local mandates. A written request for extension must be received no later than ninety (90) days before the Agreement ends.
- f. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period, or three (3) years after all annual reporting requirements have been satisfied for assets valued over \$5,000.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State, and Local governments.
- h. The County shall not be liable to any person, firm, or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.

- j. This Agreement may not be modified, amended, or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- k. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- l. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- m. Any capital equipment purchases made under this grant shall become the property of the County when it is no longer used for the Recipient's Project. A written request shall be made to the County to determine capital asset disposition.

IN WITNESS WHEREOF, the parties have executed this Contract in Charlotte County this ____ day of _____, 2018.

FOR THE COUNTY:

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

BY: *R. J. Sandrock*
TITLE: County Administrator

Attest:
Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

BY: _____
Deputy Clerk

BY: *Janette S. Knowlton*
Janette S. Knowlton, County Attorney
LR18-0355 PSP PSP

FOR THE RECIPIENT:

**CITY OF PUNTA GORDA
CHARLOTTE HARBOR NATIONAL ESTUARY
PROGRAM**

Attest:
BY: _____

BY: _____
Rachel Keesling, Mayor

Notary ↑

