

**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 YOUR ORGANIZATION, hereafter referred to as "Recipient", and is for implementation of the PROJECT APPLIED FOR (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 April 28, 2020 adopted Resolution No. 2020-041 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 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, Charlotte County Resolutions 2020-042 – Boater Revolving Fund Management and the West Coast Inland Navigation District Program Rule 66A-2. 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. 2020-041, and attached hereto as Exhibit A. The funding of the grant shall not exceed \$12,345.00.
3. The grant period is for one (1) year only – October 1, 2020 to September 30, 2021. Awarded funds must be expended and equipment and/or services received before October 1, 2021.
4. Reporting: The Recipient agrees to submit quarterly project status reports to the County until grant funds are exhausted, or the awarded project is complete. 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. The final project status report must

indicate the project is 100% complete, or provide an explanation why the project funds were forfeited.

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

Name of Contact  
Name of Organization  
Address  
Phone Number  
E-Mail

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. 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 supplant in-house labor, services, operational, or administrative costs.
  - b. 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 be ineligible 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.
  - c. The Recipient may submit an 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.

- d. The grant funds will be disbursed to the Recipient, on a reimbursement basis, upon receipt of appropriate paid invoices with complete trail of supporting documentation to show the Recipient was the final payer for project costs. Examples of sufficient supporting documents include the vendor invoice, Recipient cancelled checks showing payment of the invoice, credit card statements with purchase indicated AND the cancelled check showing credit card statement payment, or cancelled check showing reimbursement to someone other than the Recipient who initially paid the invoice, with all supporting transaction documentation from original purchaser (cancelled checks, credit card statements).
- 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. Records shall be kept for a period of at least five (5) years following the end of the grant period.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State, and Local governments. 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 noncompliance with the terms of this Agreement, or other applicable statutes and rules.
- h. If it becomes necessary for County to demand a refund of any or all funds tendered pursuant to this agreement, the Recipient agrees to return said funds to County 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 Recipient understands and agrees that any further requests for funding as to this or any other project under County administration shall be denied until the funds have been returned.
- i. Recipient agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this agreement from any cause whatsoever, including the acts, errors or

omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. This provision does not constitute a waiver of either party's sovereign immunity under Section 768.28 of the Florida Statutes, or extend either party's liability beyond the limits established in Section 768.28 of the Florida Statutes.

- j. Recipient understands that failure to comply with the terms of this agreement, as determined in County's sole discretion, will cause Recipient to be ineligible for any further requests for funding under County administration until such time as County has determined Recipient has resumed compliance with the terms of this agreement.
  - k. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
  - l. 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.
7. 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.

**IN WITNESS WHEREOF**, the parties have executed this Contract in Charlotte County this 1st day of October, 2020.

FOR THE COUNTY:

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

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

FOR THE RECIPIENT:

Orginaization

Attest:

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

BY: \_\_\_\_\_  
Name and Title