

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

PROJECT AGREEMENT

Contract No. M370 (Applicant)
Approval Date: October 1, 2019 (WCIND Board)

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as “WCIND,” and Manatee County Government, 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 Bradenton Beach Police Department Derelict Vessel Removal Program (WCIND Project No. M370), in accordance with the following project elements:

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.

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

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of **\$25,000.00** 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.

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.

WEST COAST INLAND NAVIGATION DISTRICT

Attest:

BY: _____

Title

Date: _____

COUNTY OF MANATEE

BY: _____

Attest:

DEPUTY CLERK

CHAIRMAN

Title

Date: _____

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

WCIND WATERWAY DEVELOPMENT PROGRAM

PROJECT: _____

COUNTY: _____ PROJECT NO: _____

I certify that all matching funds requirements were met in accordance with the terms of the Project Application between the County and the West Coast Inland Navigation District (WCIND), and pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and all applicable law.

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

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