

RESOLUTION R-18-082

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECTS: MANATEE COUNTY PARKS AND NATURAL RESOURCES DEPARTMENT COUNTYWIDE GENERAL NAVIGATION IMPROVEMENT, MANATEE COUNTY SHERIFF 'S OFFICE MARINE PATROL, BRADENTON BEACH POLICE DEPARTMENT DERELICT VESSEL REMOVAL PROGRAM, CITY OF PALMETTO DERELICT BOAT REMOVAL AND AUTHORIZING THE SUBMISSION OF SAID APPLICATIONS.

WHEREAS, the West Coast Inland Navigation District, hereinafter referred to as "WCIND", is empowered and authorized by Section 374.976, Florida Statutes, and by Rule 66A-2, Florida Administrative Code, to undertake projects intended to alleviate problems associated with its waterways: and

WHEREAS, pursuant to Rule 66A-2.007 Florida Administration Code, the Manatee County Board of County Commissioners, hereinafter referred to as the "County," shall approve each WCIND project application by Resolution; and

WHEREAS, the projects enumerated herein meet the eligibility requirements for WCIND funding.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida, that:

1. The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: Manatee County Parks and Natural Resources Department Countywide General Navigation Improvement (\$400,000), Manatee County Sheriff's Office Marine Patrol (\$80,000), Bradenton Beach Police Department Derelict Vessel Removal Program (\$25,000); City of Palmetto Derelict Boat Removal (\$15,000). Authorizing the submission of these applications to WCIND for review and approval for Fiscal Year 2018-2019 funding.

ADOPTED with a quorum present and voting this the 22nd day of May, 2018.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

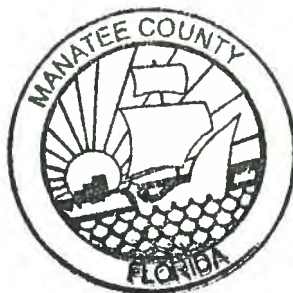
By: Priscilla Trace

Priscilla Trace, Chairperson

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: Robin North

Deputy Clerk



**SUB-RECIPIENT AGREEMENT FOR
WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROGRAM**

**MANATEE COUNTY MARINE SHERIFF PATROL
and
MANATEE COUNTY**

THIS AGREEMENT is entered into this 27th day of February, 2019, by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as "the County" and the Manatee County Sheriff Office doing business through its Marine Patrol, hereinafter referred to as "Recipient" and is for Marine Patrol, hereinafter "Project," to be carried out with funding provided by the West Coast Inland Navigation District hereinafter "WCIND" under its Waterway Development Program.

WHEREAS, the County has entered into a Project Agreement with WCIND for the Waterway Development Grant Program and assumes responsibility for the grant funds; and

WHEREAS, funds received from WCIND through the Waterway Development Grant Program are committed for expenditure in program activities that meet WCIND's criteria for the grant; and

WHEREAS, the Recipient has proposed a qualifying Project to the County for submission to WCIND, namely law enforcement services through Recipient's Marine Patrol; and

WHEREAS, the County has approved the Recipient's request for funding under the WCIND Waterway Development Program by adoption of Resolution R-18-082; and

WHEREAS, it is in the best interest of the County and the Recipient, and serves a valid public purpose, for the County to fund the water development program of the Recipient in the manner set forth herein.

NOW, THEREFORE, in consideration of the foregoing which is incorporated herein by reference, the parties hereto agree as follows:

1. **Reimbursement.** The County agrees to reimburse the Recipient in an aggregate amount not to exceed \$80,000 from Resolution R-18-082 for actual Project costs incurred in accordance with the scope of work as detailed in Application Form Attachment "A" and the WCIND Waterway Development Program Project Agreement "Project Agreement" between the WCIND and the County attached hereto as Attachment "B." The exhibits incorporated herein by reference are hereby made a part of this Agreement.

- A. Submission of Written Request and Invoice. The grant funds shall be disbursed to Recipient upon receipt by the County of (1) a proper billing which includes copies of paid invoices with sufficient supporting documentation, Attachment "C", (2) a report indicating activities which have occurred during the billing period, and (3) a completed W-9 form.
- B. Processing and Payment. The County shall review the invoice and either approve the invoice for payment or request from the Recipient additional information. If the invoice is approved for payment, the County shall remit payment to the Recipient within forty-five (45) days of the date of the original submittal to the County. If any amount in the request is disputed by the County, the County shall, as soon as practical, notify the Recipient and make partial payment of the amount which is not in dispute pursuant to this paragraph. The Recipient and the County shall meet within seven (7) days of the County notification to attempt to resolve any disputed amounts.
- C. Availability of Funds. The obligation of the County to reimburse the Recipient for reimbursable costs hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds in amounts sufficient to fund such reimbursements from WCIND funds provided pursuant to the Project Agreement. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County or the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida.

2. Recipient's Obligations. The Recipient agrees, warrants, and covenants as follows:

- A. All monies expended shall be for services, equipment and supplies solely used to further WCIND's Waterway Development Program goals and objectives, as set forth in the WCIND's grant program guidelines, Section 374.976, Florida Statutes, and Chapter 66A-2, Florida Administrative Code.
- B. Any capital equipment expenditure made under this grant shall become the property of the County when they are no longer necessary for the Recipient's Project unless the County releases the capital equipment to the Recipient. See Exhibit "A" of Attachment "B".
- C. Recipient shall utilize procedures established by Chapter 287, Florida Statutes, and the Manatee County Procurement Code in effecting and documenting purchases made through expenditure of WCIND grant funds.
- D. This grant program is not subject to funding by the Florida Boating Improvement Program of the Florida Department of Environmental Protection sources under Chapter 68, Florida Administrative Code.
- E. Facilities developed with the assistance of this grant shall be for the use and benefit of the general public.
- F. Grant funds are subject to Chapter 66A-2.005, Florida Administrative Code, and shall not be used for following purposes: land acquisition projects; pre-construction costs

incurred for surveys, appraisals, engineering and architectural fees, permitting and utility fees; planning studies to determine the demand for facilities or improvements eligible for funding by this Program; tools, equipment, boats, motors, office furniture and supplies; law enforcement and safety equipment; contract labor and materials not used exclusively for the authorized Project; in-house labor, equipment or other services; and operational or administrative costs.

- G. The Recipient shall initiate the Project within six (6) months after Approval Date as defined in the Project Agreement between WCIND and the County and shall complete the Project within three hundred and sixty-five (365) days from the Approval Date of the Project Agreement. Said completion date may be extended for good cause as defined by Rule 66A-2.007(9), Florida Administrative Code, upon written request from the Recipient, but in no event shall completion date be extended beyond three (3) years following the approval of the Project.
 - H. The Project shall adhere to and comply with all guidelines referenced within Exhibit "C" of the Project Agreement, Attachment "B".
 - I. The Recipient shall submit progress reports, Attachment "D" signed by the project administrator to County on a quarterly basis (due on December 20th, March 20th, June 20th and September 20th) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect work accomplished.
3. **Financial Records and Accounting.** The Recipient shall keep and maintain accurate financial records related to the expenditure of grant funds in accordance with generally accepted accounting principles, and these records shall be available at all reasonable times for inspection, review, or audit by the County, the Clerk of the Circuit Court, or WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period, and in the case of a dispute the records shall be kept until the Recipient receives notice from the County that it does not need to retain these records any longer.
- A. All expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Executive Director of WCIND and the Clerk of the Circuit Court of Manatee County, who may seek additional information as the circumstances require.
 - B. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments, including the Americans with Disabilities Act.
4. **Indemnification.** The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods or services associated with the Program conducted with grant monies. Nor shall the County be liable to any person, firm, or

corporation for claims against the Recipient or debts incurred by the Recipient. The Recipient, to the extent of and without waiving the restrictions of Section 768.28, Florida Statutes, shall indemnify, defend and hold harmless the County from claims, actions, demands, costs, penalties, fines, liabilities or suits of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Recipient, its agents, consultants, contractors, officers or its employees resulting from the subject matter of this Agreement.

5. **Public Records.** The Recipient Shall:

- A. Keep and maintain public records required by the County to perform the Activities.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the County.
- D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Recipient or keep and maintain public records required by the County to perform the service. If the Recipient transfers all public records to the County upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

6. **Construction.**

- A. **Entire Agreement:** This Agreement represents the full agreement of the parties.
- B. **Equal Construction:** Each of the parties hereto has had equal input into drafting of this

Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

- C. **Headings and Captions:** The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.
7. **Duration and Termination.** This Agreement shall commence on the Effective Date of October 1, 2018 and terminate on September 30, 2019. Upon termination, the Recipient shall provide a final invoice to the County and the County shall make a final reimbursement then due and owing for all reimbursable costs incurred on or prior to the date of termination under this Agreement and not previously invoiced. The County shall have the right to terminate this Agreement and demand a full refund of all monies reimbursed to Recipient from the County under this Agreement, upon the occurrence of one or more of the following events:
- A. Should WCIND determine that the County is not a qualified grantee for funds awarded under the applicable statutes;
 - B. In the event that Recipient fails to provide the reports and documents required under this Agreement in accordance with the grant criteria or fails to expend the funds in a manner consistent with the grant criteria;
 - C. Should the Recipient fail to comply with the terms of this Agreement or it is determined that a material omission or misrepresentation occurred in the application for funding by the Recipient; or
 - D. In the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, the rules of the WCIND, or other applicable statutes and rules.

Upon receipt of notice by the County of the occurrence the above listed event(s), the Recipient shall, within thirty (30) days thereafter, return the funds to the County pursuant to this Agreement regardless of whether such funds have already been expended or encumbered by the Recipient.

8. **Amendments.** This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by both parties. Any amendments to this Agreement shall become effective upon approval and execution by both parties.
9. **Waivers.** Neither this Agreement nor any portion of it may be modified or waived orally.

However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

10. **Severability.** Should any section, sentence, or clause of this Agreement be deemed unlawful by a court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this Agreement shall continue in full force and effect.
11. **Validity.** 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.
12. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Section 374.976, Florida Statutes, and Chapter 66A-2, Florida Administrative Code). In the event that a 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 previously been expended.
13. **Venue.** Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.
14. **Notices.** All notices, demands, request for approvals, or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by recognized national courier service or by hand delivery to the office of each party indicated below addressed as follows:

To the County: Manatee County Government
 1112 Manatee Avenue West
 Bradenton, Florida 34205
 ATTN: County Administrator

with a copy to: Parks and Natural Resources Department
 Manatee County

P.O. Box 1000
Bradenton, FL 34206
ATTN: Charlie Hunsicker

To the Recipient: Manatee County Sheriff's Office
600 301 Blvd. W
Bradenton, FL 34205
ATTN: Neil Unruh

15. **Catastrophic Events.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.
16. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof, accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Recipient and any providers of promotional, advertising or other services, or goods, purchased by the Recipient. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.
17. **Effective Date.** This Agreement shall take effect as of the date set forth above.

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed herein below set forth.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: _____

County Administrator

MANATEE COUNTY SHERIFF OFFICE

By: _____

Sheriff

Attachment A

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM

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

DATE: 2018-2019 (Fiscal Year)

1. APPLICANT: Manatee County Sheriff's Office

2. TYPE OF PROJECT: Law Enforcement

3. PROJECT TITLE: Marine Patrol

4. PROJECT LOCATION: Waterways of Manatee County

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT:

The Marine Unit of the Manatee County Sheriff's Office will continue to conduct W.C.I.N.D focused patrols of the waterways of the Manatee County. W.C.I.N.D. funds will enable the Marine Unit to provide more patrol hours to support the enforcement of Manatee County's Ordinance of Laws and the State Statutes of Florida. A description of the patrol activities and benefits to the public are included in the attached narrative.

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

TYPE: N/A STATUS: N/A

7. ESTIMATED COMPLETION DATE: September 30, 2019

8. REQUIRED ATTACHMENTS: Map of Manatee County's waterway jurisdictions.
Comprehensive Waterway Regulation Map

A. VICINITY MAP

B. SITE DEVELOPMENT PLAN

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM - CONTINUED

9. WCIND FUNDS REQUESTED \$0.000
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 66-A2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXPECTED PROJECTS.

SOURCE: N/A AMOUNT: N/A

11. ESTIMATED TOTAL PROJECT COST: \$92,500 (\$12,500 Local Funds)
12. APPLICATION IDENTIFICATION:

APPLICANT COUNTY: MANATEE COUNTY

LIAISON AGENT: Nan Summers

APPOINTED REPRESENTATIVE OF:

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

OR:

APPOINTED REPRESENTATIVE OF: N/A STATE OF FLORIDA

ADDRESS: PARKS AND NATURAL RESOURCES DEPARTMENT
5502 33RD Avenue Drive West
Bradenton, Florida 34209-6000

TELEPHONE: 941-742-5923 ext 6052

SIGNATURE:  DATE: 3-19-18

MANATEE COUNTY SHERIFF'S OFFICE
W.C.I.N.D PROJECT DESCRIPTION
2018-2019 APPLICATION

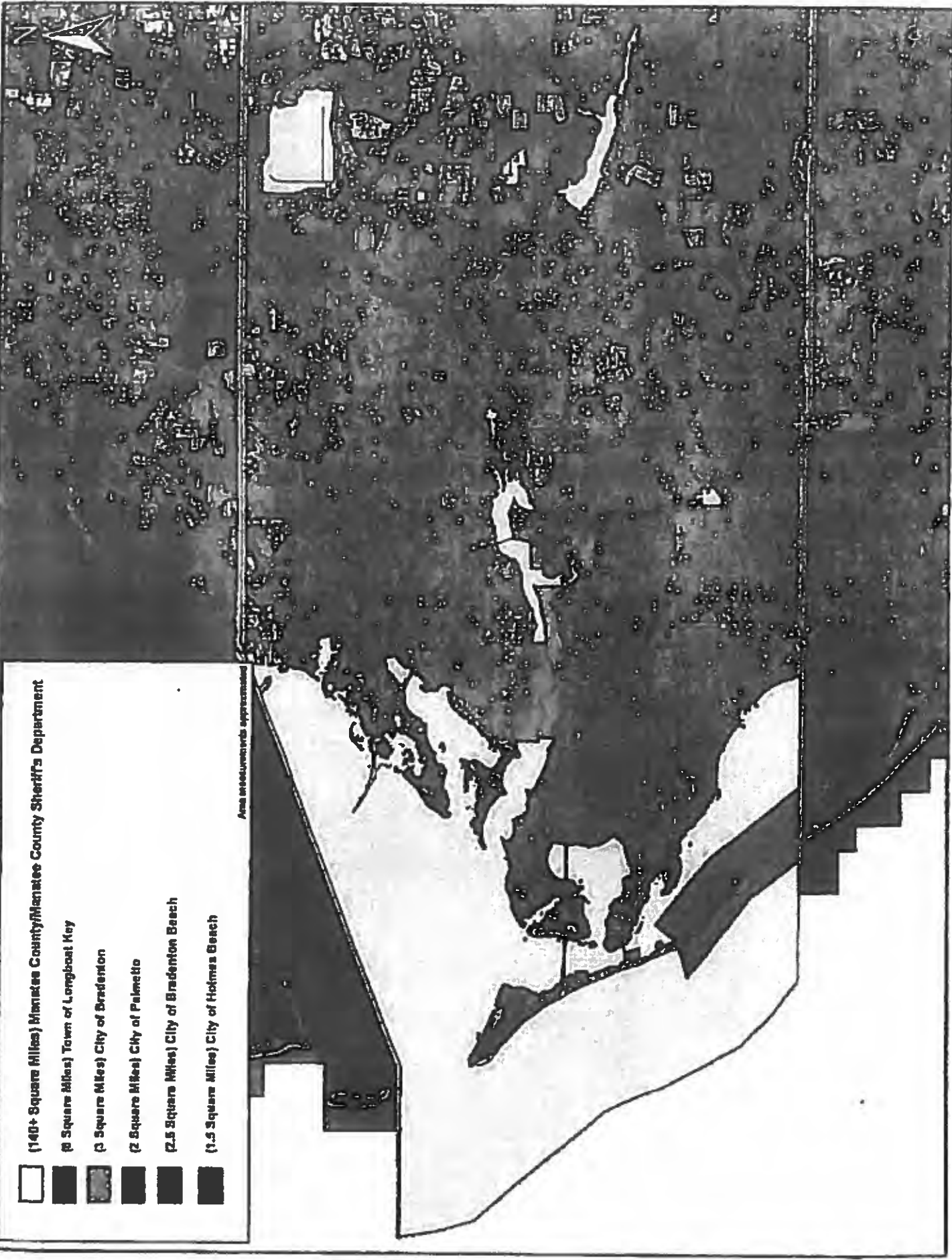
The Manatee County Sheriff's Office is requesting W.C.I.N.D. funding to ensure that State Statutes, Manatee County Ordinances and the Code of Laws are more effectively enforced on our County's waterways. The Marine Unit uses W.C.I.N.D. funding to increase the patrols of the County's waterways ensuring greater safety for the public, the environment and the wildlife that inhabits the area.

Deputies monitor the County's live-aboard vessel population for compliance with marine laws related to marine sanitation, navigational lighting, vessel registration, mooring and anchoring. Deputies locate and tag lost and derelict vessels so they can be lawfully removed. Deputies also routinely check the County's boat ramps for citizen compliance with laws governing their use. In addition, Marine Patrol works to reduce speed violations and infractions against the environment. Boat navigation is monitored in Manatee habitats and in sea grasses when W.C.I.N.D. patrols are done.

W.C.I.N.D. funds provided for 2,080 hours of water patrol in Manatee County last year. A total of 20,205 miles were covered over the course of the project period. Manatee County Sheriff's Office has received \$71,722 each year for the past five years. Patrol costs have risen and we have had to absorb the difference. Last year we requested an increase, but were held to the same level of funding. This year we will be absorbing just over \$18K, and the projection for next year shows that we will have to absorb over \$20K. We understand the County's need to use funding for construction projects on the County's waterways. With that in mind, we are requesting an increase of \$8,278 to bring our funding level to \$80,000. That is less than the increase requested last year and less than half of the projected increase. It is an amount to at least help decrease the deficit that the Sheriff's Office must incur to provide the additional services funded by WCIND. We do appreciate the spirit of W.C.I.N.D. funding as it enables us to do more for Manatee County. It is our hope that the Manatee County Sheriff's Office will receive the resources needed to help cover our expenses as we work to protect the county's natural resources and ensure public safety on our waterways.

- (140+ Square Miles) Manatee County/Manatee County Sheriff's Department
- (8 Square Miles) Town of Longboat Key
- (3 Square Miles) City of Bradenton
- (2 Square Miles) City of Palmetto
- (2.5 Square Miles) City of Bradenton Beach
- (1.5 Square Miles) City of Holmes Beach

Area measurements approximated



Manatee County Comprehensive Waterway Regulation Map



Key

- Slow Speed Minimum Wake Zone
- Idle Speed/No Wake Zone
- Public Swim Area - No Vessels Allowed
- Historic Recreational Areas
- Warmers Bayou Special Regulated Water Sports Area
- Internal Combustion Engine Exclusion Zone
- Manatee Key Security Zone - No Entry Without Permit
- Regulated Corridor - 25 MPH
- Regulated Area - 25 MPH
- Intracoastal Waterway Channel Centeline
- Regulated Channel - 25 MPH

Zone Based Minimum Wake
 Defined as the speed at which a vessel is fully off plane, immediately astern in the wake and not producing a wake that originates other vessels make the edging phenomenon.

No Speed/No Wake
 Defined as the slowest speed at which a vessel is astern or immediately astern, may operate with outboard motors running forward and forward progress.

Historic Recreational Areas
 By designating or marking historical recreational areas, the County does not attempt to guarantee the safety or status of its area for recreational water sports activities. Each vessel operator is primarily responsible for ensuring that the area is free of submerged hazards and for reducing debris and waste for the activity.

Warmers Bayou Special Regulated Water Sports Area
 Warmers Bayou Special Regulated Water Sports Area is a 100-acre area of the County located on the Manatee River. The area is regulated through the County Ordinance for Warmers Bayou Special Regulated Water Sports Area. For more information, contact the County Department of Public Works at (941) 945-5273 for more information.

Internal Combustion Engine Exclusion Zone
 Manatee County always requires a Certificate of Title for all outboard motors. The County does not attempt to guarantee the safety or status of its area for recreational water sports activities. Each vessel operator is primarily responsible for ensuring that the area is free of submerged hazards and for reducing debris and waste for the activity.

Manatee Key Security Zone - No Entry Without Permit
 The Manatee Key Security Zone is located near Cay 101/112. For more information, contact the County Department of Public Works at (941) 945-5273 for more information.

Regulated Corridor - 25 MPH
 The Regulated Corridor is a 100-foot wide area of the County located on the Manatee River. The area is regulated through the County Ordinance for Regulated Corridor. For more information, contact the County Department of Public Works at (941) 945-5273 for more information.

Regulated Area - 25 MPH
 The Regulated Area is a 100-foot wide area of the County located on the Manatee River. The area is regulated through the County Ordinance for Regulated Area. For more information, contact the County Department of Public Works at (941) 945-5273 for more information.

Intracoastal Waterway Channel Centeline
 The Intracoastal Waterway Channel Centeline is a 100-foot wide area of the County located on the Manatee River. The area is regulated through the County Ordinance for Intracoastal Waterway Channel Centeline. For more information, contact the County Department of Public Works at (941) 945-5273 for more information.

Regulated Channel - 25 MPH
 The Regulated Channel is a 100-foot wide area of the County located on the Manatee River. The area is regulated through the County Ordinance for Regulated Channel. For more information, contact the County Department of Public Works at (941) 945-5273 for more information.

	REGULATED AREA SPEED 25 MPH
	REGULATED CHANNEL SPEED 25 MPH
	REGULATED CORRIDOR SPEED 25 MPH
	REGULATED AREA SPEED 25 MPH
	REGULATED CHANNEL SPEED 25 MPH
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	REGULATED AREA SPEED 25 MPH
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	REGULATED AREA SPEED 25 MPH
	REGULATED CHANNEL SPEED 25 MPH



County/Manatee County Sheriff's Department

Map Key

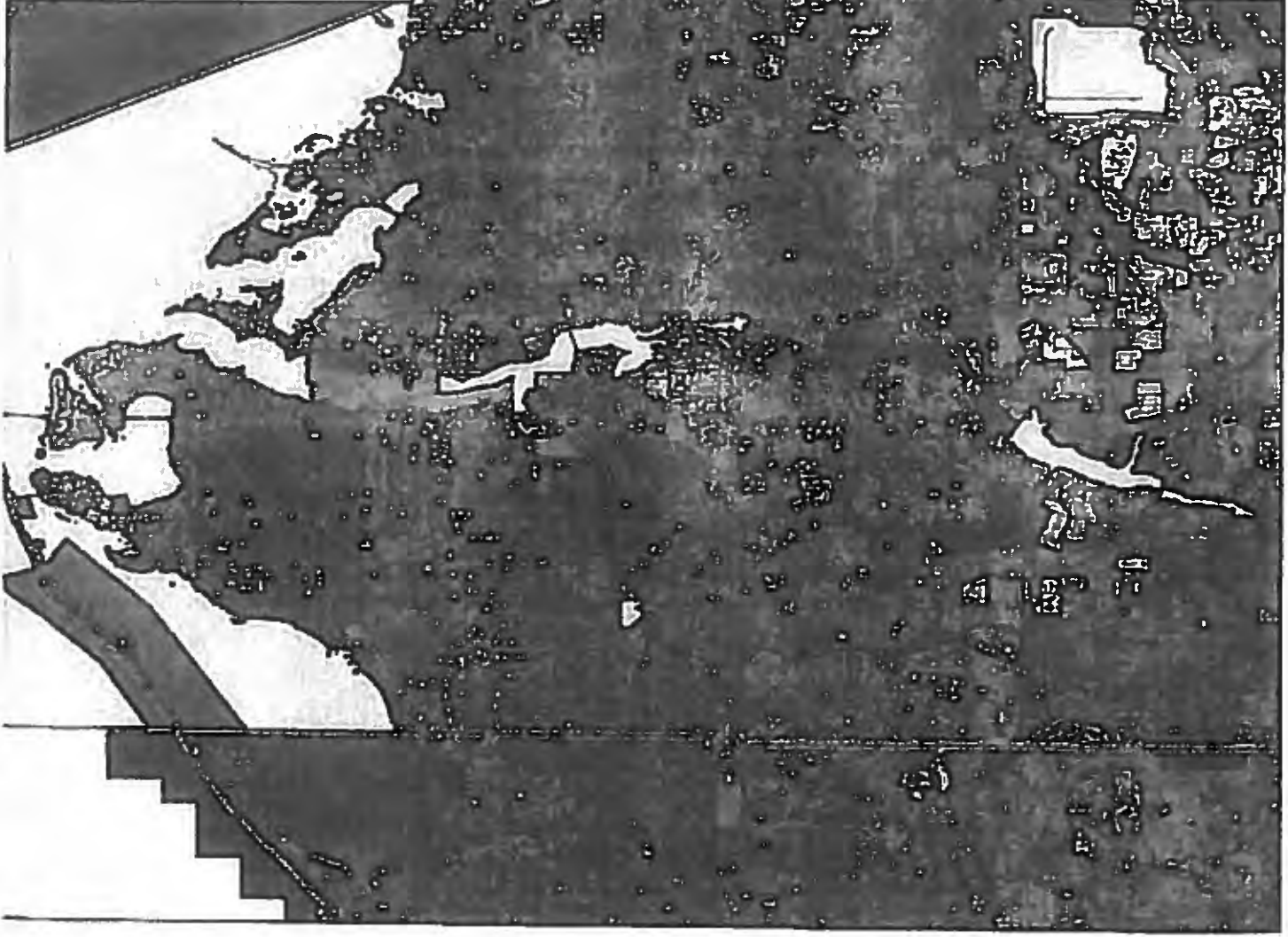
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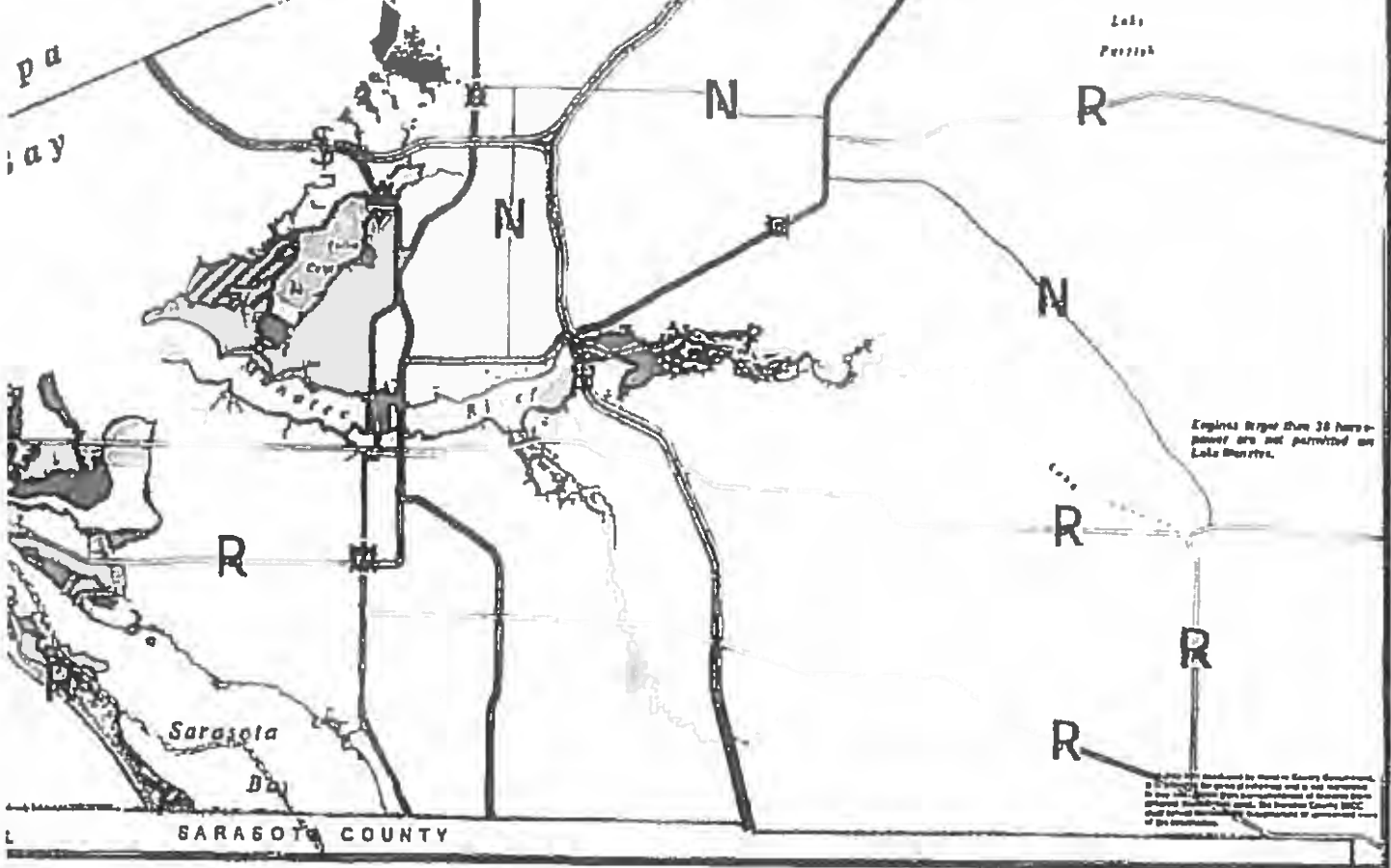
Area measurements approximated



County Comprehensive Waterway Regulation Map

PINELLAS COUNTY
HILLSBOROUGH COUNTY

HILLSBOROUGH COUNTY
MANATEE COUNTY



Slow Speed Waterway

Defined as the stretch of water in which a vessel is fully off plane, completely stopped in the water and not producing a wake that endangers other vessels under the existing circumstances.

Wake Speed Waterway

Defined as the stretch of water in which a vessel is not fully off plane, but is producing a wake that endangers other vessels under the existing circumstances.

Black Restricted Area

By designating or marking historical recreational areas, the County does not warrant or guarantee the safety or utility of an area for traditional water sports activities. Each vessel operator is personally responsible for ensuring that the area is free of submerged hazards and for reducing crash and death for the activity.

Manatee County's Manatee-Perrine-Dunbar Aquatics Waterway Area

Manatee County's Manatee-Perrine-Dunbar Aquatics Waterway Area and West on slow speed/wakeless water zones. Vessels may operate at higher speeds within the Special Aquatics Water Sports Area if the vessel operator and vessel are permitted through the County Contact the Inland Resources Department at (813) 775-1123 for more information.

Manatee Key Security Zone

Permission from Port Manatee Security is required to enter the Manatee Key security zone. Call (813) 722-6433 for permit information.

This map depicts waterway regulations developed by State Rule and County/Manatee Ordinance. Contact the Inland Resources Department for a current copy.

This map is provided by Manatee County Government. It is intended for general information and is not intended to be used for legal purposes. The Inland Resources Department of Manatee County is not responsible for any errors or omissions. The Inland Resources Department of Manatee County is not responsible for any damages or injuries resulting from the use of this information.

Area

Permit

STANDARD WATERWAY SYMBOLS AND MESSAGES			
<p>RESTRICTED AREA SYMBOL</p> <p>RESTRICTED AREA SYMBOL</p> <p>NO BOATS</p> <p>CLOSED AREA</p> <p>NO BOATING</p> <p>NO MOTOR VEHICLES</p>	<p>RESTRICTED AREA SYMBOL</p> <p>RESTRICTED AREA SYMBOL</p> <p>NO BOATS</p> <p>CLOSED AREA</p> <p>NO BOATING</p> <p>NO MOTOR VEHICLES</p>	<p>RESTRICTED AREA SYMBOL</p> <p>RESTRICTED AREA SYMBOL</p> <p>NO BOATS</p> <p>CLOSED AREA</p> <p>NO BOATING</p> <p>NO MOTOR VEHICLES</p>	<p>RESTRICTED AREA SYMBOL</p> <p>RESTRICTED AREA SYMBOL</p> <p>NO BOATS</p> <p>CLOSED AREA</p> <p>NO BOATING</p> <p>NO MOTOR VEHICLES</p>



MANATEE COUNTY – WCIND ADDITONAL INFORMATION

ORGANIZATION NAME: Manatee County Sheriff's Office

ADDRESS: 600 300 Blvd West, Suite 200

Bradenton, FL 34205

CONTACT PERSON: Neil Unruh, Comptroller

PHONE NUMBER: 941-747-3011 x2033

EMAIL ADDRESS: neil.unruh@manateesheriff.com

Attachment B

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. M362 Manatee County Sheriff Marine Patrol
Approval Date: October 1, 2018 WCIND Board

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as "WCIND," and Manatee County Board of County Commissioners, 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 Manatee County Sheriff Marine Patrol (WCIND Project No. M362), 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 \$80,000 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 within 20 days following each quarter (January-March, April-June, July-September, October-December) 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.

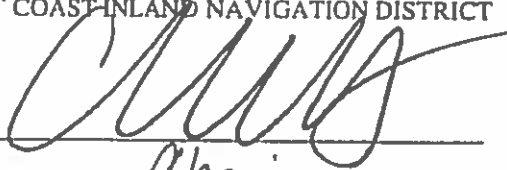
15. WCIND and COUNTY mutually agree to the following special terms and conditions incorporated as part of this Agreement: See Exhibit "A", Exhibit "B", and Exhibit "C".

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

BY:



Chair

Title

Date:

10-11-18

Attest: 

COUNTY OF

miami

BY:



Chairman, Board of County Commissioners

Title

Date:

9/21/18

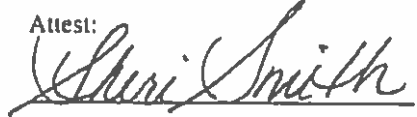
Attest: 

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

H7722222222

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
REQUEST FOR PAYMENT CERTIFICATE

1. PROJECT NAME: _____

2. COUNTY: _____ OR: _____ STATE OF FLORIDA
 (Name of County) (Name of Department)

3. PROJECT NUMBER: _____

4. PROJECT EXPENDITURES SUMMARY:

	TOTAL TO DATE:	THIS REQUEST:
PRE-CONSTRUCTION EXPENSES:	\$ _____	\$ _____
CONTRACTUAL SERVICES:	_____	_____
MATERIALS AND SUPPLIES:	_____	_____
OTHER ELIGIBLE EXPENSES:	_____	_____
TOTAL:	\$ _____	\$ _____

5. W.C.I.N.D. FUNDS REQUESTED: \$ _____

6. AMOUNT ALLOCATED BY W.C.I.N.D. \$ _____

W.C.I.N.D. FUNDS PREVIOUSLY DISBURSED _____

BALANCE AVAILABLE _____

W.C.I.N.D. FUNDS REQUESTED THIS PAYMENT _____

BALANCE REMAINING \$ _____

() CERTIFICATION FOR REIMBURSEMENT: I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED FOR THE APPROVED PROJECT AND THAT THE PROGRESS OF THE PROJECT IS CONSISTENT WITH THE AMOUNT REQUESTED.

Project Administrator

Date

Financial Officer

Date

REVIEWED AND APPROVED:

W.C.I.N.D. Executive Director

Date

Attachment D

**PROJECT STATUS REPORT
WCIND WATERWAY DEVELOPMENT PROGRAM**

COUNTY: _____ PROJECT NUMBER: _____

PROJECT TITLE: _____

Project Elements Work Accomplished % Completed

Problems Encountered:

Period Covered

Oct. – Dec. 20____ _____
Jan. – Mar. 20____ _____
Apr. – Jun. 20____ _____
Jul. – Sep. 20____ _____

County Liaison Agent: _____

AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN MANATEE COUNTY AND THE CITY OF BRADENTON BEACH FOR THE PROVISION OF A WEST COAST INLAND NAVIGATION DISTRICT (WCIND) PROJECT

This Amendment is made and entered into by and between the Manatee County Board of County Commissioners hereafter referred to as "County" and the City of Bradenton Beach hereafter referred to as "Recipient"; and

WHEREAS on October 1, 2017 the parties entered into an Agreement for implementation of the Project M-356 Bradenton Beach Derelict Vessel Removal hereafter "Agreement;" and

WHEREAS, pursuant to Rule 66A-2 of the Florida Administrative Code, all project agreements require a project to be completed within one year from the effective date of the project agreement. The completion date may be extended for Good Cause upon written request of the Recipient of WCIND funds; and

WHEREAS, the Project is eligible for extension of WCIND funding pursuant to Rule 66A-2 which states an inability to obtain necessary materials, supplies, labor or permits due to existing or future rules constitutes Good Cause; and

WHEREAS, Section 4.j of said Agreement allows for amendments to the Agreement;

NOW THEREFORE, in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The duration of the Agreement shall be extended one year, commencing October 1, 2018 and ending September 30, 2019.
2. All other terms and condition of the Agreement shall remain in full force and effect during the extended term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized representatives.

RECIPIENT

COUNTY

CITY OF BRADENTON BEACH

MANATEE COUNTY

BY: 

BY: 

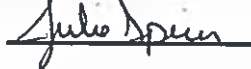
TITLE: Meyer

TITLE: County Administrator

DATE: 3/23/19

DATE: 3/28/19

WITNESS: 

WITNESS: 

**SUB-RECIPIENT AGREEMENT FOR
WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROGRAM**

**CITY OF PALMETTO
and
MANATEE COUNTY**

THIS AGREEMENT is entered into this 4th day of March, 2019, by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as "the County" and City of Palmetto doing business through its Police Department hereinafter referred to as "Recipient" and is for Derelict Boat Removal, hereinafter "Project," to be carried out with funding provided by the West Coast Inland Navigation District hereinafter "WCIND" under its Waterway Development Program.

WHEREAS, the County has entered into a Project Agreement with WCIND for the Waterway Development Grant Program and assumes responsibility for the grant funds; and

WHEREAS, funds received from WCIND through the Waterway Development Grant Program are committed for expenditure in program activities that meet WCIND's criteria for the grant; and

WHEREAS, the Recipient has proposed a qualifying Project to the County for submission to WCIND, namely removal of lost or abandoned vessels through Recipient's police department; and

WHEREAS, the County has approved the Recipient's request for funding under the WCIND Waterway Development Program by adoption of Resolution R-18-082; and

WHEREAS, it is in the best interest of the County and the Recipient, and serves a valid public purpose, for the County to fund the water development program of the Recipient in the manner set forth herein.

NOW, THEREFORE, in consideration of the foregoing which is incorporated herein by reference, the parties hereto agree as follows:

1. **Reimbursement.** The County agrees to reimburse the Recipient in an aggregate amount not to exceed \$15,000 from Resolution R-18-082 for actual Project costs incurred in accordance with the scope of work as detailed in Application form Attachment "A" and the WCIND Waterway Development Program Project Agreement "Project Agreement" between the WCIND and the County attached hereto as Attachment "B." The exhibits incorporated herein by reference are hereby made a part of this Agreement.

A. **Submission of Written Request and Invoice.** The grant funds shall be disbursed to

Recipient upon receipt by the County of (1) a proper billing which includes copies of paid invoices with sufficient supporting documentation, Attachment "C" (2) a report indicating activities which have occurred during the billing period, and (3) a completed W-9 form.

- B. Processing and Payment. The County shall review the invoice and either approve the invoice for payment or request from the Recipient additional information. If the invoice is approved for payment, the County shall remit payment to the Recipient within forty-five (45) days of the date of the original submittal to the County. If any amount in the request is disputed by the County, the County shall, as soon as practical, notify the Recipient and make partial payment of the amount which is not in dispute pursuant to this paragraph. The Recipient and the County shall meet within seven (7) days of the County notification to attempt to resolve any disputed amounts.
- C. Availability of Funds. The obligation of the County to reimburse the Recipient for reimbursable costs hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds in amounts sufficient to fund such reimbursements from WCIND funds provided pursuant to the Project Agreement. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County or the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida.

2. Recipient's Obligations. The Recipient agrees, warrants, and covenants as follows:

- A. All monies expended shall be for services, equipment and supplies solely used to further WCIND's Waterway Development Program goals and objectives, as set forth in the WCIND's grant program guidelines, Section 374.976, Florida Statutes, and Chapter 66A-2, Florida Administrative Code.
- B. Any capital equipment expenditure made under this grant shall become the property of the County when they are no longer necessary for the Recipient's Project unless the County releases the capital equipment to the Recipient. See Exhibit "A" of Attachment "B".
- C. Recipient shall utilize procedures established by Chapter 287, Florida Statutes, and the Manatee County Procurement Code in effecting and documenting purchases made through expenditure of WCIND grant funds.
- D. This grant program is not subject to funding by the Florida Boating Improvement Program of the Florida Department of Environmental Protection sources under Chapter 68, Florida Administrative Code.
- E. Facilities developed with the assistance of this grant shall be for the use and benefit of the general public.
- F. Grant funds are subject to Chapter 66A-2.005, Florida Administrative Code, and shall not be used for following purposes: land acquisition projects; pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utility fees; planning studies to determine the demand for facilities or improvements

eligible for funding by this Program; tools, equipment, boats, motors, office furniture and supplies; law enforcement and safety equipment; contract labor and materials not used exclusively for the authorized Project; in-house labor, equipment or other services; and operational or administrative costs.

- G. The Recipient shall initiate the Project within six (6) months after Approval Date as defined in the Project Agreement between WCIND and the County and shall complete the Project within three hundred and sixty-five (365) days from the Approval Date of the Project Agreement. Said completion date may be extended for good cause as defined by Rule 66A-2.007(9), Florida Administrative Code, upon written request from the Recipient, but in no event shall completion date be extended beyond three (3) years following the approval of the Project.
- H. The Project shall adhere to and comply with all guidelines referenced within Exhibit "C" of the Project Agreement, Attachment "B"
- I. The Recipient shall submit progress reports, Attachment "D" signed by the project administrator to County on a quarterly basis (due on December 20th, March 20th, June 20th and September 20th) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect work accomplished.

3. **Financial Records and Accounting.** The Recipient shall keep and maintain accurate financial records related to the expenditure of grant funds in accordance with generally accepted accounting principles, and these records shall be available at all reasonable times for inspection, review, or audit by the County, the Clerk of the Circuit Court, or WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period, and in the case of a dispute the records shall be kept until the Recipient receives notice from the County that it does not need to retain these records any longer.

- A. All expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Executive Director of WCIND and the Clerk of the Circuit Court of Manatee County, who may seek additional information as the circumstances require.
- B. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments, including the Americans with Disabilities Act.

4. **Indemnification.** The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods or services associated with the Program conducted with grant monies. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient. The Recipient, to the extent of and without waiving the restrictions of Section 768.28, Florida

Statutes, shall indemnify, defend and hold harmless the County from claims, actions, demands, costs, penalties, fines, liabilities or suits of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Recipient, its agents, consultants, contractors, officers or its employees resulting from the subject matter of this Agreement.

5. **Public Records.** The Recipient Shall:

- A. Keep and maintain public records required by the County to perform the Activities.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the County.
- D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Recipient or keep and maintain public records required by the County to perform the service. If the Recipient transfers all public records to the County upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

6. **Construction.**

- A. **Entire Agreement:** This Agreement represents the full agreement of the parties.
- B. **Equal Construction:** Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

C. **Headings and Captions:** The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

7. **Duration and Termination.** This Agreement shall commence on the Effective Date of October 1, 2018 and terminate on September 30, 2019. Upon termination, the Recipient shall provide a final invoice to the County and the County shall make a final reimbursement then due and owing for all reimbursable costs incurred on or prior to the date of termination under this Agreement and not previously invoiced. The County shall have the right to terminate this Agreement and demand a full refund of all monies reimbursed to Recipient from the County under this Agreement, upon the occurrence of one or more of the following events:

A. Should WCIND determine that the County is not a qualified grantee for funds awarded under the applicable statutes;

B. In the event that Recipient fails to provide the reports and documents required under this Agreement in accordance with the grant criteria or fails to expend the funds in a manner consistent with the grant criteria;

C. Should the Recipient fail to comply with the terms of this Agreement or it is determined that a material omission or misrepresentation occurred in the application for funding by the Recipient; or

D. In the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, the rules of the WCIND, or other applicable statutes and rules.

Upon receipt of notice by the County of the occurrence the above listed event(s), the Recipient shall, within thirty (30) days thereafter, return the funds to the County pursuant to this Agreement regardless of whether such funds have already been expended or encumbered by the Recipient.

8. **Amendments.** This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by both parties. Any amendments to this Agreement shall become effective upon approval and execution by both parties.

9. **Waivers.** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed

or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

10. **Severability.** Should any section, sentence, or clause of this Agreement be deemed unlawful by a court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this Agreement shall continue in full force and effect.
11. **Validity.** 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.
12. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Section 374.976, Florida Statutes, and Chapter 66A-2, Florida Administrative Code). In the event that a 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 previously been expended.
13. **Venue.** Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.
14. **Notices.** All notices, demands, request for approvals, or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by recognized national courier service or by hand delivery to the office of each party indicated below addressed as follows:

To the County: Manatee County Government
 1112 Manatee Avenue West
 Bradenton, Florida 34205
 ATTN: County Administrator

with a copy to: Parks and Natural Resources Department
 Manatee County
 P.O. Box 1000
 Bradenton, FL 34206
 ATTN: Charlie Hunsicker

To the Recipient: City of Palmetto
516 8th Avenue
Palmetto FL 34221
ATTN: Jim Freeman

15. **Catastrophic Events.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.
16. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof, accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Recipient and any providers of promotional, advertising or other services, or goods, purchased by the Recipient. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.
17. **Effective Date.** This Agreement shall take effect as of the date set forth above.


IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed herein below set forth.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Parks and Natural Resources Department

By: 
County Administrator

By: Palmetto Police Department

By:  3/18/19
Chief

Attachment A

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM

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

DATE: 2018
(Fiscal Year)

1. APPLICANT: Palmetto Police Department
2. TYPE OF PROJECT Navigational Improvement Projects
3. PROJECT TITLE: City of Palmetto Derelict Boat Removal
4. PROJECT LOCATION: City of Palmetto, Manatee County
5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT:
See attached

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

7. ESTIMATED COMPLETION DATE: September 30th, 2018

8. REQUIRED ATTACHMENTS: _____
- A. VACINITY MAP
 - B. SITE DEVELOPMENT PLAN

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM - CONTINUED

9. WCIND FUNDS REQUESTED \$ 15,000.00

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 66-A2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXPECTED PROJECTS.

SOURCE: N/A AMOUNT: \$ 0

11. ESTIMATED TOTAL PROJECT COST: \$ 15,000.00

12. APPLICATION IDENTIFICATION:

APPLICANT COUNTY: Manatee

LIAISON AGENT: Nan Summers

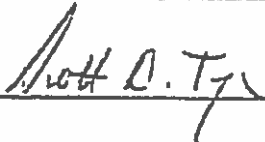
APPOINTED REPRESENTATIVE OF Manatee, BOARD OF COUNTY COMMISSIONERS
(NAME OF COUNTY)

OR:

APPOINTED REPRESENTATIVE OF: _____ STATE OF FLORIDA
(NAME OF DEPARTMENT)

ADDRESS: _____

TELEPHONE: _____

SIGNATURE:  DATE: April 18th, 2018

City of Palmetto Submittal for the 2018 West Coast Inland Navigation District Navigation
Improvement Grant

5. Project Description and Public Benefit to Result:

The City of Palmetto includes approximately four miles of coastline along the Manatee River (to the south of the City) and approximately two miles along Terra Ceia Bay (to the north of the City). This area includes two active marinas, two bridges (DeSoto and Green) and several neighborhoods with canals. Over the past several years City staff has noticed an increased number of boats of all types showing up and being anchored along the City's coastline. Although some of these boats are occupied, many are abandoned and end up meeting the definition of derelict boats. These derelict boats create many types of hazards, including environmental and navigational (when they begin drifting). Currently, the City of Palmetto has three boats that have been declared derelict and need to be removed.

The City of Palmetto would like to request \$15,000.00 to pay for removal and proper disposal of derelict boats along its shoreline. One derelict boat to be removed is completely sunk and the other two are currently in danger of sinking. These funds would pay for the removal of the three boats, plus any additional boat that may become derelict during this grant cycle.

Attachment B

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

PROJECT AGREEMENT

Contract No. M364 City of Palmetto Derelict Vessel Removal
Approval Date: October 1, 2018 WCIND Board

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as "WCIND," and Manatee County Board of County Commissioners, 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 Palmetto Derelict Vessel Removal (WCIND Project No. M364), 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 \$15,000 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 within 20 days following each quarter (January-March, April-June, July-September, October-December) 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.

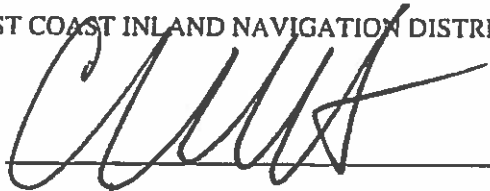
15. WCIND and COUNTY mutually agree to the following special terms and conditions incorporated as part of this Agreement: See Exhibit "A", Exhibit "B", and Exhibit "C".

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

BY:



Chair

Title


Date:

10/11/18

COUNTY OF

Manatee

BY:



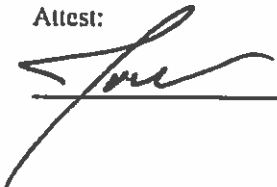
Chairman, Board of County
Commissioners

Title

Date:

9/21/18

Attest:



Attest:



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

Attachment D

**PROJECT STATUS REPORT
WCIND WATERWAY DEVELOPMENT PROGRAM**

COUNTY: _____ PROJECT NUMBER: _____

PROJECT TITLE: _____

<u>Project Elements</u>	<u>Work Accomplished</u>	<u>% Completed</u>
-------------------------	--------------------------	--------------------

Problems Encountered:

Period Covered

Oct. – Dec. 20	_____
Jan. – Mar. 20	_____
Apr. – Jun. 20	_____
Jul. – Sep. 20	_____

County Liaison Agent: _____

**SUB-RECIPIENT AGREEMENT FOR
WATERWAY DEVELOPMENT PROGRAM**

**BRADENTON BEACH POLICE DEPARTMENT
and
MANATEE COUNTY**

THIS AGREEMENT is entered into this 27th day of February, 2019, by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as "the County" and the City of Bradenton Beach doing business through its Police Department, hereinafter referred to as "Recipient" and is for Derelict Vessel Removal hereinafter "Project" to be carried out with funding provided by the West Coast Inland Navigation District hereinafter "WCIND" under its Waterway Development Program.

WHEREAS, the County has entered into a Project Agreement with WCIND for the Waterway Development Grant Program and assumes responsibility for the grant funds; and

WHEREAS, funds received from WCIND through the Waterway Development Grant Program are committed for expenditure in program activities that meet WCIND's criteria for the grant; and

WHEREAS, the Recipient has proposed a qualifying Project to the County for submission to WCIND, namely removal of lost or abandoned vessels through Recipient's police department; and

WHEREAS, the County has approved the Recipient's request for funding under the WCIND Waterway Development Program by adoption of Resolution R-18-082; and

WHEREAS, it is in the best interest of the County and the Recipient, and serves a valid public purpose, for the County to fund the water development program of the Recipient in the manner set forth herein.

NOW, THEREFORE, in consideration of the foregoing which is incorporated herein by reference, the parties hereto agree as follows:

1. **Reimbursement.** The County agrees to reimburse the Recipient in an aggregate amount not to exceed \$25,000 for actual Project costs incurred in accordance with the scope of work as detailed in Exhibit "A" and the WCIND Waterway Development Program Project Agreement "Project Agreement" between the WCIND and the County attached hereto as Exhibit "B." The exhibits incorporated herein by reference are hereby made a part of this Agreement.

- A. **Submission of Written Request and Invoice.** The grant funds shall be disbursed to Recipient upon receipt by the County of (1) a proper billing which includes copies of paid invoices with sufficient supporting documentation, (2) a report indicating activities which have occurred during the billing period, and (3) a completed W-9 form.
- B. **Processing and Payment.** The County shall review the invoice and either approve the invoice for payment or request from the Recipient additional information. If the invoice is approved for payment, the County shall remit payment to the Recipient within forty-five (45) days of the date of the original submittal to the County. If any amount in the request is disputed by the County, the County shall, as soon as practical, notify the Recipient and make partial payment of the amount which is not in dispute pursuant to this paragraph. The Recipient and the County shall meet within seven (7) days of the County notification to attempt to resolve any disputed amounts.
- C. **Availability of Funds.** The obligation of the County to reimburse the Recipient for reimbursable costs hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds in amounts sufficient to fund such reimbursements from WCIND funds provided pursuant to the Project Agreement. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County or the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida.

2. **Recipient's Obligations.** The Recipient agrees, warrants, and covenants as follows:

- A. All monies expended shall be for services, equipment and supplies solely used to further WCIND's Waterway Development Program goals and objectives, as set forth in the WCIND's grant program guidelines, Section 374.976, Florida Statutes, and Chapter 66A-2, Florida Administrative Code.
- B. Any capital equipment expenditure made under this grant shall become the property of the County when they are no longer necessary for the Recipient's Project unless the County releases the capital equipment to the Recipient. See Exhibit "A" of Attachment "B".
- C. Recipient shall utilize procedures established by Chapter 287, Florida Statutes, and the Manatee County Procurement Code in effecting and documenting purchases made through expenditure of WCIND grant funds.
- D. This grant program is not subject to funding by the Florida Boating Improvement Program of the Florida Department of Environmental Protection sources under Chapter 68, Florida Administrative Code.
- E. Facilities developed with the assistance of this grant shall be for the use and benefit of the general public.
- F. Grant funds are subject to Chapter 66A-2.005, Florida Administrative Code, and shall not be used for following purposes: land acquisition projects; pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and

utility fees; planning studies to determine the demand for facilities or improvements eligible for funding by this Program; tools, equipment, boats, motors, office furniture and supplies; law enforcement and safety equipment; contract labor and materials not used exclusively for the authorized Project; in-house labor, equipment or other services; and operational or administrative costs.

- G. The Recipient shall initiate the Project within six (6) months after Approval Date as defined in the Project Agreement between WCIND and the County and shall complete the Project within three hundred and sixty-five (365) days from the Approval Date of the Project Agreement. Said completion date may be extended for good cause as defined by Rule 66A-2.007(9), Florida Administrative Code, upon written request from the Recipient, but in no event shall completion date be extended beyond three (3) years following the approval of the Project.
- H. The Project shall adhere to and comply with all guidelines referenced within Exhibit "C" of the Project Agreement, Attachment "B".
- I. The Recipient shall submit progress reports, Exhibit "D" signed by the project administrator to County on a quarterly basis (due on December 20th, March 20th, June 20th and September 20th) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect work accomplished.

3. **Financial Records and Accounting.** The Recipient shall keep and maintain accurate financial records related to the expenditure of grant funds in accordance with generally accepted accounting principles, and these records shall be available at all reasonable times for inspection, review, or audit by the County, the Clerk of the Circuit Court, or WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period, and in the case of a dispute the records shall be kept until the Recipient receives notice from the County that it does not need to retain these records any longer.

- A. All expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Executive Director of WCIND and the Clerk of the Circuit Court of Manatee County, who may seek additional information as the circumstances require.
- B. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments, including the Americans with Disabilities Act.

4. **Indemnification.** The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods or services associated with the Program conducted with grant monies. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient. The

Recipient, to the extent of and without waiving the restrictions of Section 768.28, Florida Statutes, shall indemnify, defend and hold harmless the County from claims, actions, demands, costs, penalties, fines, liabilities or suits of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Recipient, its agents, consultants, contractors, officers or its employees resulting from the subject matter of this Agreement.

5. **Public Records.** The Recipient Shall:

- A. Keep and maintain public records required by the County to perform the Activities. B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the County.
- D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Recipient or keep and maintain public records required by the County to perform the service. If the Recipient transfers all public records to the County upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

6. **Construction.**

- A. **Entire Agreement:** This Agreement represents the full agreement of the parties.
- B. **Equal Construction:** Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against

one party as the drafter thereof.

C. **Headings and Captions:** The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

7. **Duration and Termination.** This Agreement shall commence on the Effective Date of October 1, 2018 and terminate on September 30, 2019. Upon termination, the Recipient shall provide a final invoice to the County and the County shall make a final reimbursement then due and owing for all reimbursable costs incurred on or prior to the date of termination under this Agreement and not previously invoiced. The County shall have the right to terminate this Agreement and demand a full refund of all monies reimbursed to Recipient from the County under this Agreement, upon the occurrence of one or more of the following events:

- A. Should WCIND determine that the County is not a qualified grantee for funds awarded under the applicable statutes;
- B. In the event that Recipient fails to provide the reports and documents required under this Agreement in accordance with the grant criteria or fails to expend the funds in a manner consistent with the grant criteria;
- C. Should the Recipient fail to comply with the terms of this Agreement or it is determined that a material omission or misrepresentation occurred in the application for funding by the Recipient; or
- D. In the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, the rules of the WCIND, or other applicable statutes and rules.

Upon receipt of notice by the County of the occurrence the above listed event(s), the Recipient shall, within thirty (30) days thereafter, return the funds to the County pursuant to this Agreement regardless of whether such funds have already been expended or encumbered by the Recipient.

8. **Amendments.** This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by both parties. Any amendments to this Agreement shall become effective upon approval and execution by both parties.
9. **Waivers.** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have

the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

10. **Severability.** Should any section, sentence, or clause of this Agreement be deemed unlawful by a court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this Agreement shall continue in full force and effect.
11. **Validity.** 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.
12. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Section 374.976, Florida Statutes, and Chapter 66A-2, Florida Administrative Code). In the event that a 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 previously been expended.
13. **Venue.** Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.
14. **Notices.** All notices, demands, request for approvals, or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by recognized national courier service or by hand delivery to the office of each party indicated below addressed as follows:

To the County: Manatee County Government
 1112 Manatee Avenue West
 Bradenton, Florida 34205
 ATTN: County Administrator

with a copy to: Parks and Natural Resources Department
 Manatee County
 P.O. Box 1000

Bradenton, FL 34206
ATTN: Charlie Hunsicker

To the Recipient: Bradenton Beach Police Department
403 Highland Ave.
Bradenton Beach, FL 34217
ATTN: Lt John Cosby

15. **Catastrophic Events.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.
16. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof, accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Recipient and any providers of promotional, advertising or other services, or goods, purchased by the Recipient. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.
17. **Effective Date.** This Agreement shall take effect as of the date set forth above.

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed herein below set forth.

MANATEE COUNTY, a political
subdivision of the State of Florida

By: 
County Administrator

By: Bradenton Beach Police Department

By: 
Mayor

Attachment A

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM

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

DATE: 2018-2019
(Fiscal Year)

1. APPLICANT: BRADENTON BEACH POLICE DEPT.
2. TYPE OF PROJECT: NAVIGATIONAL IMPROVEMENT PROGRAM
3. PROJECT TITLE: DERELICT VESSEL REMOVAL PROGRAM
4. PROJECT LOCATION: INTERCOASTAL WATERWAY BOUNDARIES WITHIN THE CITY OF BRADENTON BEACH.

PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: REMOVE AND DISPOSAL OF DERELICT AND ABANDONED VESSELS THAT HAVE BECOME THREATS TO HUMAN HEALTH AND SAFETY AND POSE A NAVIGATIONAL HAZARD TO THE HISTORIC BRIDGE ST. PIER AREA.

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

TYPE: N/A STATUS: N/A

7. ESTIMATED COMPLETION DATE: ONGOING

8. REQUIRED ATTACHMENTS: VACINITY MAP

A. VACINITY MAP

**WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM - CONTINUED**

9. WCIND FUNDS REQUESTED \$25,000.00

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 66-A2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXPECTED PROJECTS.

SOURCE: N/A AMOUNT: N/A

11. ESTIMATED TOTAL PROJECT COST: \$25,000.00

12. APPLICATION IDENTIFICATION:
APPLICANT COUNTY: MANATEE COUNTY

LIAISON AGENT: NAN SUMMERS

APPOINTED REPRESENTATIVE OF, MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

OR:

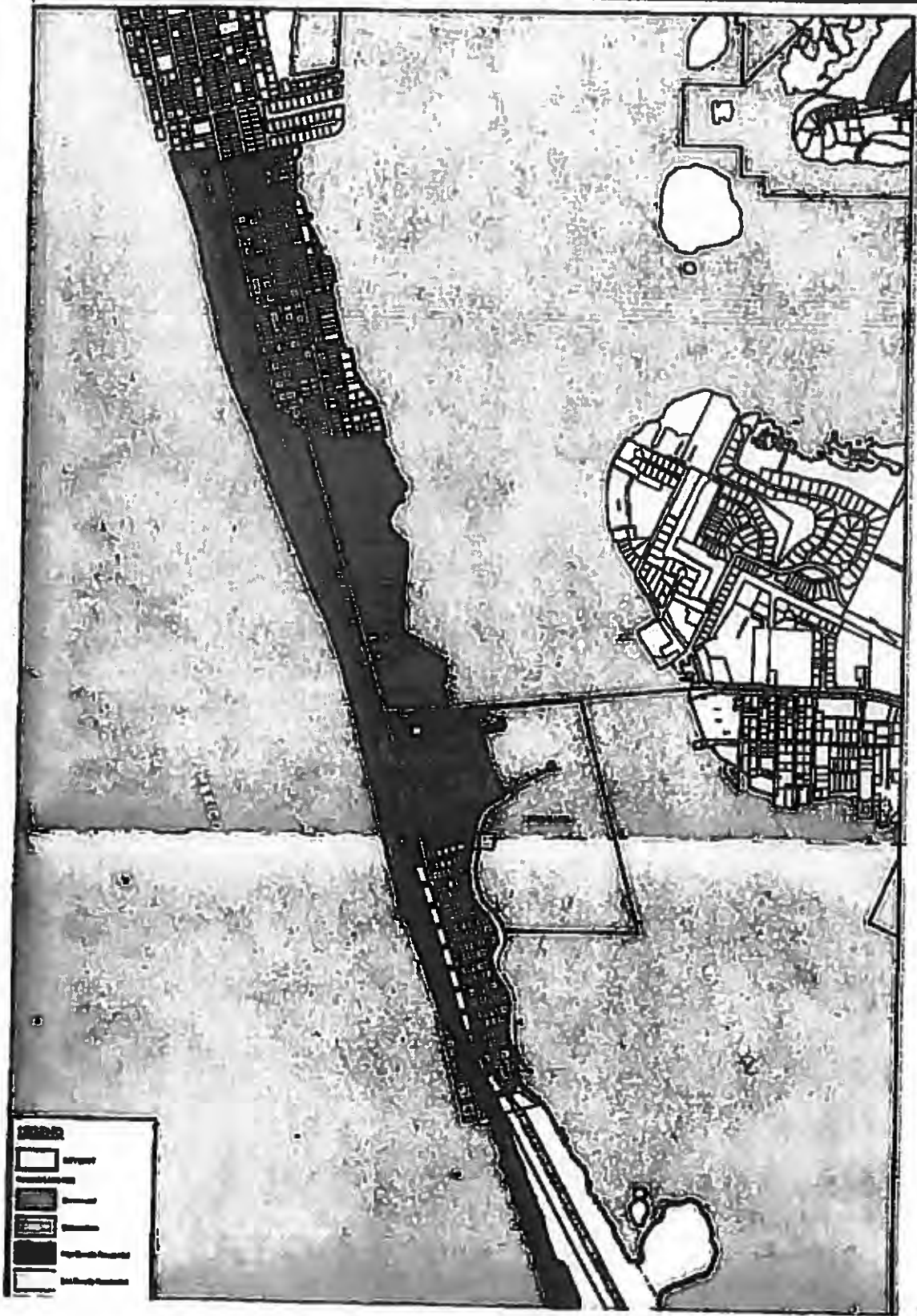
APPOINTED REPRESENTATIVE OF: N/A STATE OF FLORIDA

ADDRESS: PARKS AND NATURAL RESOURCES DEPARTMENT
5502 33RD Avenue Drive West
Bradenton, Florida 34209-6000

TELEPHONE: 941-742-5923 ext 6052

SIGNATURE:  DATE: 04/07/2018

FUTURE LAND USE



Attachment B

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. M363 Bradenton Beach Derelict Vessel Removal
Approval Date: October 1, 2018 WCIND Board

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as "WCIND," and Manatee County Board of County Commissioners, 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 Derelict Vessel Removal (WCIND Project No. M363), 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 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.

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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 within 20 days following each quarter (January-March, April-June, July-September, October-December) 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.

Attest:
John Vudacek

WEST COAST INLAND NAVIGATION DISTRICT

BY: [Signature]
Chair
Title

Date: 10-11-18

COUNTY OF manatee

BY: [Signature]
Chairman, Board of Comm. of
Title
Commissioners

Date: 9/21/18

Attest:
[Signature]

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

Attachment C
WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
REQUEST FOR PAYMENT CERTIFICATE

1. PROJECT NAME: _____
2. COUNTY: _____ OR: _____ STATE OF FLORIDA
(Name of County) (Name of Department)
3. PROJECT NUMBER: _____

4. PROJECT EXPENDITURES SUMMARY:

	TOTAL TO DATE:	THIS REQUEST:
PRE-CONSTRUCTION EXPENSES:	\$ _____	\$ _____
CONTRACTUAL SERVICES:	_____	_____
MATERIALS AND SUPPLIES:	_____	_____
OTHER ELIGIBLE EXPENSES:	_____	_____
TOTAL:	\$ _____	\$ _____

5. W.C.I.N.D. FUNDS REQUESTED: \$ _____

6. AMOUNT ALLOCATED BY W.C.I.N.D. \$ _____

W.C.I.N.D. FUNDS PREVIOUSLY DISBURSED _____

BALANCE AVAILABLE _____

W.C.I.N.D. FUNDS REQUESTED THIS PAYMENT _____

BALANCE REMAINING \$ _____

() CERTIFICATION FOR REIMBURSEMENT: I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED FOR THE APPROVED PROJECT AND THAT THE PROGRESS OF THE PROJECT IS CONSISTENT WITH THE AMOUNT REQUESTED.

Project Administrator

Date

Financial Officer

Date

REVIEWED AND APPROVED:

W.C.I.N.D. Executive Director

Date

Attachment D

**PROJECT STATUS REPORT
WCIND WATERWAY DEVELOPMENT PROGRAM**

COUNTY: _____ PROJECT NUMBER: _____

PROJECT TITLE: _____

<u>Project Elements</u>	<u>Work Accomplished</u>	<u>% Completed</u>
-------------------------	--------------------------	--------------------

Problems Encountered:

Period Covered

Oct. - Dec. 20	_____
Jan. - Mar. 20	_____
Apr. - Jun. 20	_____
Jul. - Sep. 20	_____

County Liaison Agent: _____

AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN MANATEE COUNTY AND THE CITY OF BRADENTON BEACH FOR THE PROVISION OF A WEST COAST INLAND NAVIGATION DISTRICT (WCIND) PROJECT

This Amendment is made and entered into by and between the Manatee County Board of County Commissioners hereafter referred to as "County" and the City of Bradenton Beach hereafter referred to as "Recipient"; and

WHEREAS on October 1, 2017 the parties entered into an Agreement for implementation of the Project M-353 Bradenton Beach Police Boat Lift hereafter "Agreement;" and

WHEREAS, pursuant to Rule 66A-2 of the Florida Administrative Code, all project agreement require a project to be completed within one year from the effective date of the project agreement. The completion date may be extended for Good Cause upon written request of the Recipient of WCIND funds; and

WHEREAS, the Project is eligible for extension of WCIND funding pursuant to Rule 66A-2 which states an inability to obtain necessary materials, supplies, labor or permits due to existing or future rules constitutes Good Cause; and

WHEREAS, Section 4.j of said Agreement allows for amendments to the Agreement;

NOW THEREFORE, in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. The duration of the Agreement shall be extended one year, commencing October 1, 2018 and ending September 30, 2019.
2. All other terms and condition of the Agreement shall remain in full force and effect during the extended term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized representatives.

RECIPIENT

COUNTY

CITY OF BRADENTON BEACH

MANATEE COUNTY

BY: 

BY: 

TITLE: Mayor

TITLE: County Administrator

DATE: 3/23/19

DATE: 3/28/19

WITNESS: 

WITNESS: 

SEE ATTACHED AGENDA UPDATE MEMO

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - May 22, 2018

REVISED May 22, 2018 - Regular Meeting
Agenda Item #46

**Approved in Open Session 5/22/18,
Manatee County
Board of County Commissioners**

Subject

2:00 P.M. TIME CERTAIN - West Coast Inland Navigation District (WCIND) Applications

Briefings

None

Contact and/or Presenter Information

Charlie Hunsicker/ Director/ x6001

Nan Summers/ Grants Coordinator/ x6052

Action Requested

1. Approve three continuing services requests: 1). Manatee County Parks and Natural Resources Countywide Navigation Improvement fund; 2). Manatee County Sheriff's Office Marine Patrol; 3). Bradenton Beach Police Department Derelict Vessel Removal.
2. Adopt Resolution R-18-082 approving the FY 2018-19 applications to the West Coast Inland Navigation District (WCIND) and authorize the submission of said applications.
3. Authorize the Chairman of the Board of County Commissioners to sign any and all agreements with WCIND upon approval of said applications.
4. Authorize the County Administrator or his designee to sign extensions and new sub-agreements with city agencies.

Enabling/Regulating Authority

Chapter 374 Florida Statutes, West Coast Inland Navigation District

Rule 66a-2 Florida Administrative Code

FS 125

Background Discussion

Manatee County is authorized by Rule 66A-2, Florida Administrative Code, to approve and administer waterway projects as a member of WCIND. Rule 66A G.A.C. also requires the submission of applications no later than May 31st of each year. The following funding categories have been established for WCIND projects: Law Enforcement; Navigation Improvement; Environmental Education; Boating Safety and Education; and Boating Recreation.

A total of 7 applications were received which met the criteria.

Per previous Board direction for no new starts, staff recommends approving the following continuing service applications:

Navigation Improvement

- Manatee County Parks and Natural Resources Countywide Navigation Improvement Fund (\$400,000)

Law Enforcement:

- Manatee County Sheriff's Office Marine Patrol (\$80,000)
- Bradenton Beach Police Dept. Derelict Vessel Removal (\$25,000)

The continuing services requests total: \$505,000

WCIND funding is, along with Florida Boater Improvement Fees (FBIP), the primary source of funds for projects to renovate or add new boat ramps. In previous presentations to the Board, staff has shown that we are already facing a shortfall in meeting needed renovations to our existing boat ramps from projected available WCIND and FBIP funds. Staff is therefore not recommending any new application requests be approved to come from WCIND funds. To preserve available funding for boat ramp renovation projects the following new application requests are not recommended for funding:

- Manatee County Sheriff's Office Boat Lifts (\$38,156)
- Manatee County Sheriff's Office Airboat and Trailer (\$19,990)
- Palmetto Police Dept. Palmetto Derelict Boat Removal (\$15,000)
- Palmetto Police Dept. Palmetto Police Dept. Boat (\$73,096.89)

The total of new start requests is: \$146,242.89

The combined total of funding application requests is: \$651,242.89

After these applications are submitted, WCIND will review for approval by their September 2018 meeting and formal agreements will be executed. They will also approve and sign all amendments/extensions for those grantees that request a one-year extension, which is allowed under Rule 66A-2 F.A.C. There are also sub-agreements and amendments between the County and City grantees.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - May 22, 2018

Instructions to Board Records

Please send a copy of Resolution R-18-082 to Nan Summers (nan.summers@mymanatee.org).

Distributed 5/24/18, RT

Cost and Funds Source Account Number and Name

WCIND/117

Amount and Frequency of Recurring Costs

N/A

Attachment: [WCIND2018sent.pdf](#)

Attachment: [Resolution R-18-082.pdf](#)

Attachment: [Boat Ramps - WCIND Funded 5-15-18.pdf](#)

THESE ARE PROJECTED AMOUNTS AND ARE SUBJECT TO CHANGE. PROJECTS WILL BE FUNDED BASED ON MANATEE COUNTY COMMISSION & WCIND APPROVALS WITH AVAILABLE FUNDS

05/15/18

REVENUES	Prior Year Appropriations	FY 17 Actual	FY 18 Budgeted	FY 19 Anticipated	FY 20 Anticipated	FY 21 Anticipated	FY 22 Anticipated	FY 23 Anticipated	FY 24 Anticipated	FY 25 Anticipated	FY 26 Anticipated		WCIND	FBIP
Carried Forward Balance		\$0	\$3,296,284	\$3,488,284	\$3,882,103	\$4,284,512	\$5,020,744	\$5,791,812	\$6,598,763	\$4,067,672	\$4,732,650			
FBIP	\$576,483	\$1,259,796	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000			\$ 4,986,279
WCIND	\$1,637,500	\$2,852,805	\$1,244,572	\$1,094,572	\$1,127,409	\$1,161,231	\$1,196,068	\$1,231,950	\$1,268,909	\$1,089,978	\$1,089,978		\$ 14,994,973	
TOTAL REVENUES	\$2,213,983	\$4,112,601	\$4,890,856	\$4,932,856	\$5,359,512	\$5,795,744	\$6,566,812	\$7,373,763	\$8,217,672	\$5,507,650	\$6,172,628		\$ 14,994,973	\$ 4,986,279

WCIND - Ad Valorem revenue with millage set by WCIND Board (WCIND does not fund design & permitting costs) FY 19 - anticipated reduction due to extra homestead exemption
 FBIP - Boater's registration fees collected by the Tax Collector. FS 328.72 (15)

BOAT RAMPS	Prior Year Appropriations	FY 17 Budgeted	FY 18 Budgeted	FY 19 Anticipated	FY 20 Anticipated	FY 21 Anticipated	FY 22 Anticipated	FY 23 Anticipated	FY 24 Anticipated	FY 25 Anticipated	FY 26 Anticipated	Total for Project	WCIND	FBIP	Other
Ft. Hamer Boat Ramp - (in progress)	\$513,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 513,000	\$ 237,500	\$ 275,500	\$ -
Coquina North Boat Ramp - (in progress)	\$1,676,000	\$525,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 2,201,000	\$ 1,400,000	\$ 801,000	\$ -
Warner's Bayou Boat Ramp South Parking Lot Paving & Redesign		\$0	\$320,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 320,000	\$ 300,000	\$ 20,000	\$ -
Warner's Bayou Boat Ramp Dock Extension & Shoreline Stabilization		\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$ 250,000	\$ 230,000	\$ 20,000	\$ -
Coquina South Boat Ramp - Repair Docks		\$0	\$235,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 235,000	\$ 80,000	\$ 155,000	\$ -
Coquina South Boat Ramp - Design/permitting (parking lot)	\$24,983	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000	\$0	\$0	\$ 199,983	\$ -	\$ 199,983	\$ -
Coquina South Boat Ramp - Construction		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,073,000	\$ 5,073,000	\$ 5,073,000	\$ -	\$ -
Coquina South Boat Ramp Parking Lot Expansion		\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$ 50,000	\$ -	\$ 50,000	\$ -
Kingfish Boat Ramp Docks Replacement		\$0	\$205,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 205,000	\$ 65,000	\$ 140,000	\$ -
Kingfish Boat Ramp - Design/permitting		\$0	\$0	\$175,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 175,000	\$ -	\$ 175,000	\$ -
Kingfish Boat Ramp - Construction		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,200,000	\$0	\$0	\$ 3,200,000	\$ 1,600,000	\$ 1,600,000	\$ -
Ongoing Annual Boat Ramp Maintenance		\$42,387	\$150,000	\$150,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$ 1,742,387	\$ -	\$ 1,742,387	\$ -
SUBTOTAL	\$2,213,983	\$567,387	\$910,000	\$325,000	\$500,000	\$200,000	\$200,000	\$200,000	\$3,575,000	\$200,000	\$5,273,000	\$ 14,164,370	\$ 8,985,500	\$ 5,178,870	\$ -

Land Match
Land Match

OTHER WCIND WATERWAY PROJECTS	Prior Year Appropriations	FY 17 Budgeted	FY 18 Budgeted	FY 19 Anticipated	FY 20 Anticipated	FY 21 Anticipated	FY 22 Anticipated	FY 23 Anticipated	FY 24 Anticipated	FY 25 Anticipated	FY 26 Anticipated	Total for Project	WCIND	FBIP	Other
Recurring Requests															
Manatee County Aids to Navigation/Regulatory Signs		\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 75,000	\$ 75,000	\$ -	\$ -
Manatee County General Navigation Improvement		\$0	\$200,000	\$400,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$ 3,750,000	\$ 3,750,000	\$ -	\$ -
Manatee County Lost and Abandoned Vessel Removal		\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 50,000	\$ 50,000	\$ -	\$ -
Manatee Sheriff Marine Law Enforcement Program		\$71,722	\$71,722	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$ 783,444	\$ 783,444	\$ -	\$ -
City of Bradenton Beach Derelict Vessel Removal		\$25,000	\$20,000	\$25,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$ 210,000	\$ 210,000	\$ -	\$ -
City of Palmetto Derelict Vessel Removal		\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 15,000	\$ 15,000	\$ -	\$ -
Manatee Sail and Power Squadron		\$0	\$1,850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,850	\$ 3,700	\$ 3,700	\$ -	\$ -
TOTAL RECURRING PROJECTS		\$221,722	\$293,572	\$520,000	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$551,850				

One-Time Requests	Prior Year Appropriations	FY 17 Budgeted	FY 18 Budgeted	FY 19 Anticipated	FY 20 Anticipated	FY 21 Anticipated	FY 22 Anticipated	FY 23 Anticipated	FY 24 Anticipated	FY 25 Anticipated	FY 26 Anticipated	Total for Project	WCIND	FBIP	Other
Manatee County Search & Rescue		\$2,208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 2,208	\$ 2,208	\$ -	\$ -
Palma sola Bathymetric Survey		\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 10,000	\$ 10,000	\$ -	\$ -
Warner's Bayou Boat Ramp Bathymetric Survey		\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 15,000	\$ 15,000	\$ -	\$ -
Bradenton Beach Police Boat Lift		\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 50,000	\$ 50,000	\$ -	\$ -
Manatee County Sheriff Police Boat Lift		\$0	\$0	\$38,156	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 38,156	\$ 38,156	\$ -	\$ -
Manatee County Sheriff Air Boat & Trailer		\$0	\$0	\$44,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 44,500	\$ 44,500	\$ -	\$ -
City of Palmetto Police Boat		\$0	\$0	\$73,097	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 73,097	\$ 73,097	\$ -	\$ -
Projects managed by WCIND on behalf of County & Municipalities															
Highland Shores Bathymetric Survey		\$0	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 4,000	\$ 4,000	\$ -	\$ -
Manatee County Navigation Improvement Engineering & Permitting		\$0	\$100,000	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$ 275,000	\$ 275,000	\$ -	\$ -
Highland Shores Dredging - TBD		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -	\$ -	\$ -
Warner's Bayou Channel Dredging		\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 95,000	\$ 95,000	\$ -	\$ -
SUBTOTAL FOR ALL OTHER WCIND PROJECTS	\$0	\$248,930	\$492,572	\$725,753	\$575,000	\$575,000	\$575,000	\$575,000	\$575,000	\$575,000	\$576,850	\$ 5,494,105	\$ 5,494,105	\$ -	\$ -
TOTAL EXPENDITURES	\$2,213,983	\$816,317	\$1,402,572	\$1,050,753	\$1,075,000	\$775,000	\$775,000	\$775,000	\$4,150,000	\$775,000	\$5,849,850				

BALANCE		\$3,296,284	\$3,488,284	\$3,882,103	\$4,284,512	\$5,020,744	\$5,791,812	\$6,598,763	\$4,067,672	\$4,732,650	\$322,778		\$ 515,368	\$ (192,591)	
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REGIONAL PROJECTS	Prior Year Appropriations	FY 17 Actual	FY 18 Budgeted	FY 19 Anticipated	FY 20 Anticipated	FY 21 Anticipated	FY 22 Anticipated	FY 23 Anticipated	FY 24 Anticipated	FY 25 Anticipated	FY 26 Anticipated	Total for Project	WCIND	FBIP	Other
Coquina South/Longboat Pass Jetty		\$0	\$0	\$5,205,509	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 5,205,509	\$ 2,604,254	\$ -	\$ 2,604,255
TOTAL REGIONAL PROJECTS		\$0	\$0	\$5,205,509	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,205,509	\$2,604,254	\$0	\$2,604,255

#1 Possible funding 50% Beach Fund and 50% WCIND Regional Dollars or FDEP grant

Does not include:
 Rebuilding Palma Sola Boat Ramp
 Potential partnership with the proposed Peninsula Bay Development north of Cortez Road West @ 119th St West

May 22, 2018 - Regular Meeting
Agenda Item #46

Subject

2:00 P.M. TIME CERTAIN - West Coast Inland Navigation District (WCIND) Applications

Briefings

None

Contact and/or Presenter Information

Charlie Hunsicker/ Director/ x6001

Nan Summers/ Grants Coordinator/ x6052

Action Requested

1. Approve three continuing services requests: 1). Manatee County Parks and Natural Resources Countywide Navigation Improvement fund; 2). Manatee County Sheriff's Office Marine Patrol; 3). Bradenton Beach Police Department Derelict Vessel Removal.
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Enabling/Regulating Authority

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Rule 66a-2 Florida Administrative Code

FS 125

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County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please send a copy of Resolution R-18-082 to Nan Summers (nan.summers@mymanatee.org).

Cost and Funds Source Account Number and Name

WCIND/117

Amount and Frequency of Recurring Costs

N/A

Attachment: [WCIND2018sent.pdf](#)

Attachment: [Resolution R-18-082.pdf](#)

UPDATED AND REPLACED

May 22, 2018 - Regular Meeting
Agenda Item #5

Subject

2:00 P.M. - ITEM #46 - West Coast Inland Navigation District (WCIND) Applications

Briefings

None

Contact and/or Presenter Information

Action Requested

Enabling/Regulating Authority

Background Discussion

See Item 46 for supporting materials.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Cost and Funds Source Account Number and Name

Amount and Frequency of Recurring Costs

MEMORANDUM



To: Ed Hunzeker, County Administrator
From: Diane Vollmer, Agenda Coordinator
Date: May 21, 2018
Subject: **Agenda Update for Meeting of May 22, 2018**

THIS MEMO AND THE CHANGES INDICATED BELOW ARE REFLECTED IN THE ELECTRONIC AGENDA (E-AGENDA)

CHANGES TO CONSENT AGENDA

FINANCIAL MANAGEMENT

22. **Non-Exclusive Interlocal Agreement Relating to the Funding and Financing of Qualifying Improvements by PACE Programs (Green Corridor)** – Exhibit A has been added to the Agreement as referenced on page one of the Agreement.
23. **Request for Offer No. 18-TA002674DW Property and Casualty Insurance Agent of Record** – Exhibit A has been added to the Agreement as referenced on page four of the Agreement.

CHANGES TO REGULAR AGENDA

ADMINISTRATOR

44. **Joint Request for Use of Surplus Concession Funds** – The requested action was updated to include “...and for the County Administrator to develop a non-profit funding agreement with the Center of Anna Maria Island.”

PARKS AND NATURAL RESOURCES

45. **BUILD (Better Utilizing Investments to Leverage Development) Grant Application for the Sun Recreational Trail** – Budget Resolution B-18-074 was amended and replaced to update the Description in the resolution.
46. **West Coast Inland Navigation District (WCIND) Applications** – A spreadsheet depicting funding projections for WCIND and the Florida Boater Improvement Program was added to this item in the electronic agenda.

PUBLIC SAFETY

48. **Award of Certificate of Public Convenience and Necessity Renewal to Ambitrans Medical Transport, Inc.** – To be considered with the *Consent Agenda*. This request is for the renewal of a previously approved Certificate and was inadvertently included under the Regular Agenda.

ADDITIONS TO AWARDS/PRESENTATIONS/PROCLAMATIONS

AWARDS

52. **Tampa Bay Regional Planning Council's Herman Goldner Award for Regional Leadership** – Presentation of award to Ed Hunzeker, County Administrator.

County Administrator's Office
1112 Manatee Avenue West, Bradenton, FL 34205
Phone number: (941) 745-3717

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM

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

DATE: 2018-2019
(Fiscal Year)

1. APPLICANT: Manatee County Parks and Natural Resources Department
2. TYPE OF PROJECT: NAVIGATION IMPROVEMENT
3. PROJECT TITLE: COUNTYWIDE GENERAL NAVIGATION IMPROVEMENT FUND
4. PROJECT LOCATION: All public waterways under the jurisdiction of Manatee County
5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT:

Funds from this project will be used for a wide array of navigation improvement and boating safety related projects including but not limited to: aids to navigation installation and replacement (channel markers, boating safety buoys and manatee and boating safety signage), bathymetric surveys, hazard to navigation removal and disposal, marine debris removal, hazard buoy installation and navigational dredging.

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

TYPE: N/A - TBD STATUS: _____

7. ESTIMATED COMPLETION DATE: October 1, 2019
8. REQUIRED ATTACHMENTS: Vicinity Map attached

- A. VICINITY MAP
- B. SITE DEVELOPMENT PLAN

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM - CONTINUED

9. WCIND FUNDS REQUESTED \$ 400.000

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 66-A2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXPECTED PROJECTS.

SOURCE: n/a AMOUNT: _____

11. ESTIMATED TOTAL PROJECT COST: \$ 400.000

12. APPLICATION IDENTIFICATION:

APPLICANT COUNTY: Manatee.

LIAISON AGENT: Nan Summers

APPOINTED REPRESENTATIVE OF BOARD OF COUNTY COMMISSIONERS
(MANATEE)

OR:

APPOINTED REPRESENTATIVE OF: _____ STATE OF FLOIRDA
(NAME OF DEPARTMENT)

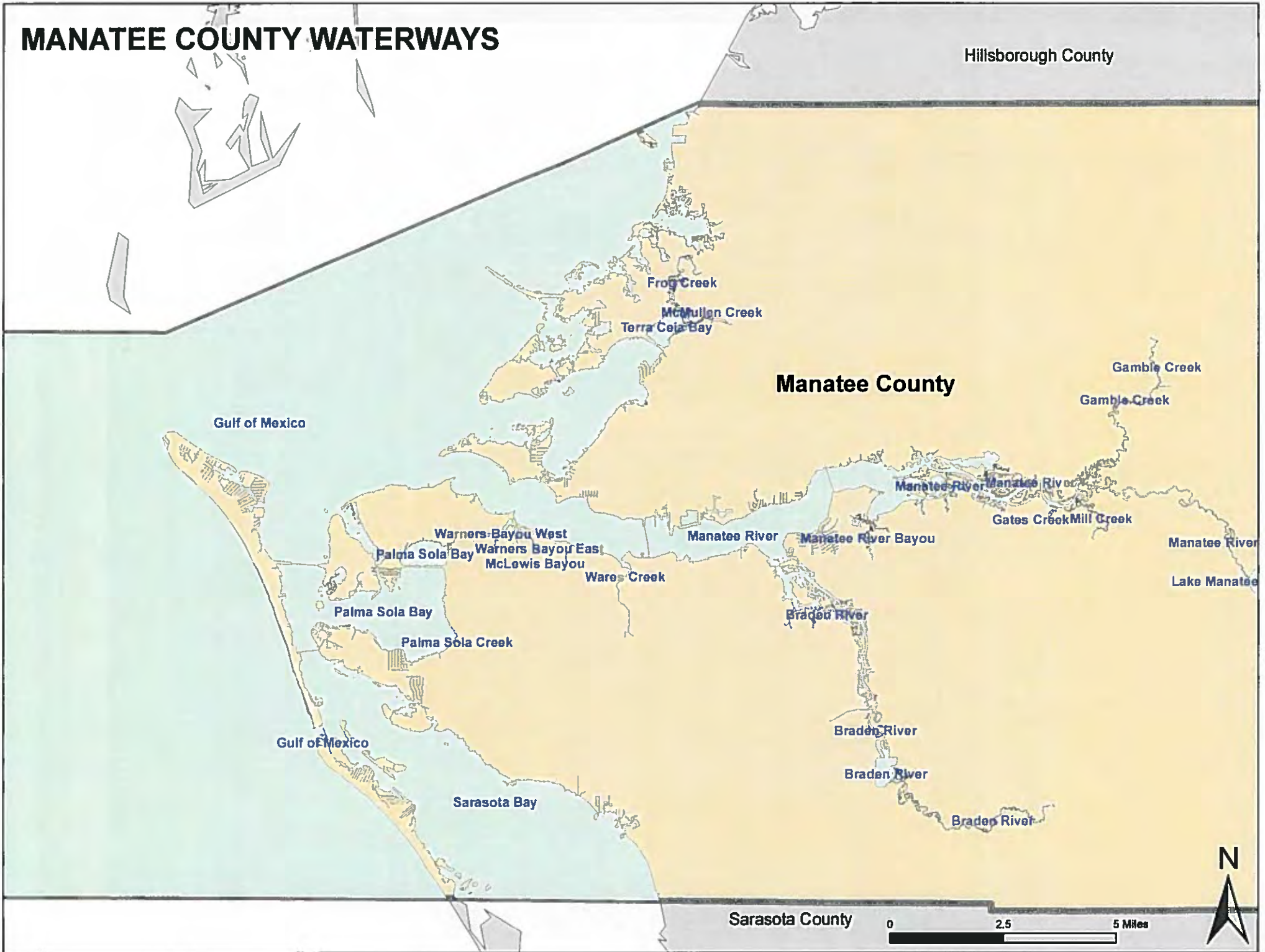
ADDRESS: 5502 33rd Avenue Drive West, Bradenton, Florida 34209

TELEPHONE: 941-742-5923

SIGNATURE: _____ DATE: _____

MANATEE COUNTY WATERWAYS

Hillsborough County



Manatee County

Gulf of Mexico

Gulf of Mexico

Sarasota Bay

Sarasota County

0 2.5 5 Miles



Frog Creek

McMullen Creek

Terra Ceia Bay

Gamble Creek

Gamble Creek

Manatee River

Manatee River

Gates Creek Mill Creek

Manatee River

Lake Manatee

Warners Bayou West

Warners Bayou East

McLewis Bayou

Manatee River

Manatee River Bayou

Ware Creek

Palma Sola Bay

Palma Sola Bay

Palma Sola Creek

Braden River

Braden River

Braden River

Braden River

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM

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

DATE: 2018-2019 (Fiscal Year)

1. APPLICANT: Manatee County Sheriff's Office

2. TYPE OF PROJECT: Law Enforcement

3. PROJECT TITLE: Marine Patrol

4. PROJECT LOCATION: Waterways of Manatee County

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT:

The Marine Unit of the Manatee County Sheriff's Office will continue to conduct W.C.I.N.D focused patrols of the waterways of the Manatee County. W.C.I.N.D. funds will enable the Marine Unit to provide more patrol hours to support the enforcement of Manatee County's Ordinance of Laws and the State Statutes of Florida. A description of the patrol activities and benefits to the public are included in the attached narrative.

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

TYPE: N/A STATUS: N/A

7. ESTIMATED COMPLETION DATE: September 30, 2019

8. REQUIRED ATTACHMENTS: Map of Manatee County's waterway jurisdictions.
Comprehensive Waterway Regulation Map

- A. VICINITY MAP
- B. SITE DEVELOPMENT PLAN

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM - CONTINUED

9. WCIND FUNDS REQUESTED 80,000
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 66-A2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXPECTED PROJECTS.

SOURCE: N/A AMOUNT: N/A

11. ESTIMATED TOTAL PROJECT COST: \$92,500 (\$12,500 Local Funds)
12. APPLICATION IDENTIFICATION:

APPLICANT COUNTY: MANATEE COUNTY

LIAISON AGENT: Nan Summers

APPOINTED REPRESENTATIVE OF:

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

OR:

APPOINTED REPRESENTATIVE OF: N/A STATE OF FLORIDA

ADDRESS: PARKS AND NATURAL RESOURCES DEPARTMENT
5502 33RD Avenue Drive West
Bradenton, Florida 34209-6000

TELEPHONE: 941-742-5923 ext 6052

SIGNATURE:  DATE: 3-19-18

**MANATEE COUNTY SHERIFF'S OFFICE
W.C.I.N.D PROJECT DESCRIPTION
2018-2019 APPLICATION**

The Manatee County Sheriff's Office is requesting W.C.I.N.D. funding to ensure that State Statutes, Manatee County Ordinances and the Code of Laws are more effectively enforced on our County's waterways. The Marine Unit uses W.C.I.N.D. funding to increase the patrols of the County's waterways ensuring greater safety for the public, the environment and the wildlife that inhabits the area.

Deputies monitor the County's live-aboard vessel population for compliance with marine laws related to marine sanitation, navigational lighting, vessel registration, mooring and anchoring. Deputies locate and tag lost and derelict vessels so they can be lawfully removed. Deputies also routinely check the County's boat ramps for citizen compliance with laws governing their use. In addition, Marine Patrol works to reduce speed violations and infractions against the environment. Boat navigation is monitored in Manatee habitats and in sea grasses when W.C.I.N.D. patrols are done.

W.C.I.N.D. funds provided for 2,080 hours of water patrol in Manatee County last year. A total of 20,205 miles were covered over the course of the project period. Manatee County Sheriff's Office has received \$71,722 each year for the past five years. Patrol costs have risen and we have had to absorb the difference. Last year we requested an increase, but were held to the same level of funding. This year we will be absorbing just over \$18K, and the projection for next year shows that we will have to absorb over \$20K. We understand the County's need to use funding for construction projects on the County's waterways. With that in mind, we are requesting an increase of \$8,278 to bring our funding level to \$80,000. That is less than the increase requested last year and less than half of the projected increase. It is an amount to at least help decrease the deficit that the Sheriff's Office must incur to provide the additional services funded by WCIND. We do appreciate the spirit of W.C.I.N.D. funding as it enables us to do more for Manatee County. It is our hope that the Manatee County Sheriff's Office will receive the resources needed to help cover our expenses as we work to protect the county's natural resources and ensure public safety on our waterways.

MANATEE COUNTY – WCIND ADDITONAL INFORMATION







ORGANIZATION NAME: Manatee County Sheriff's Office

ADDRESS: 600 300 Blvd West, Suite 200
Bradenton, FL 34205

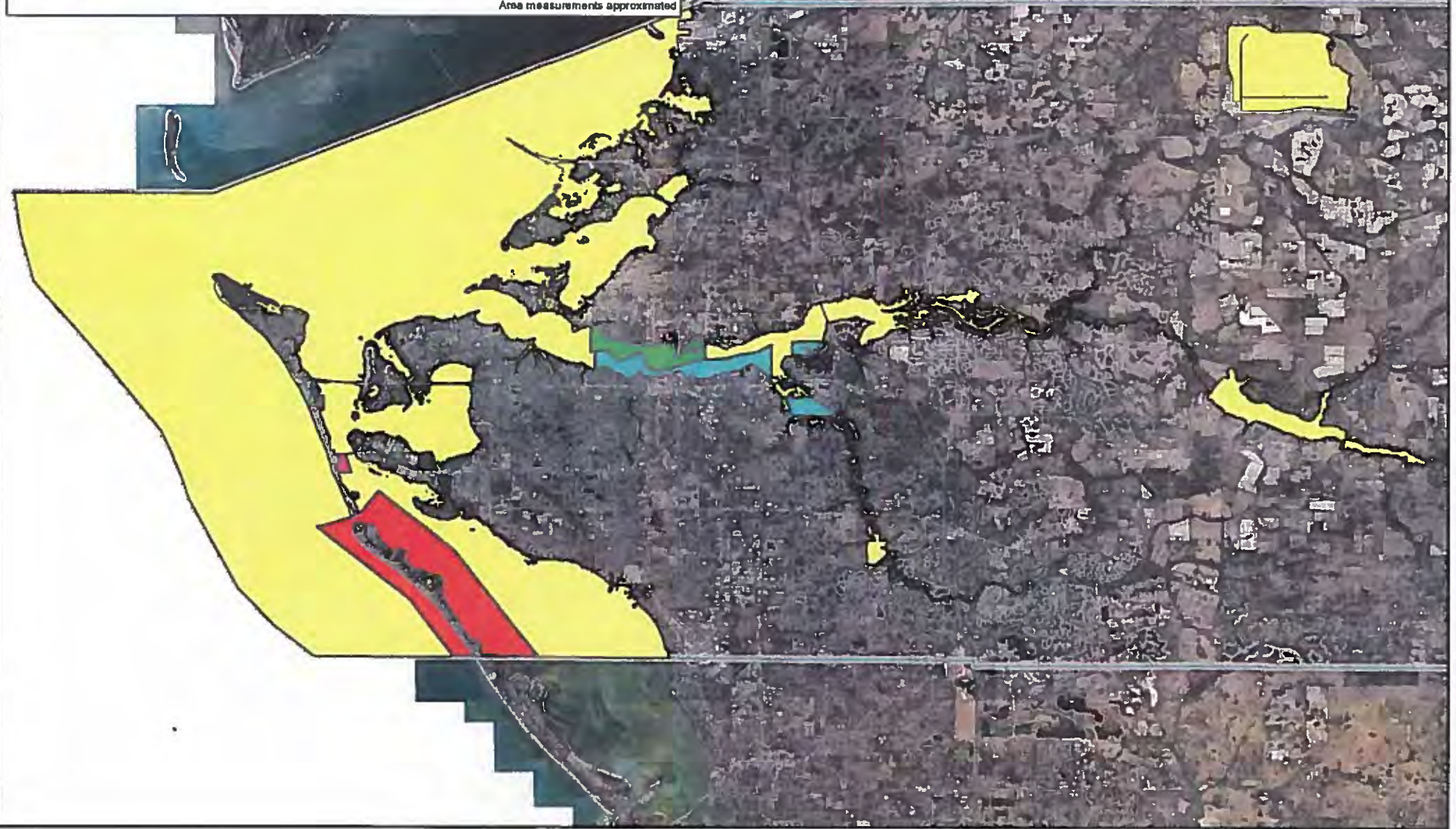
CONTACT PERSON: Neil Unruh, Comptroller

PHONE NUMBER: 941-747-3011 x2033

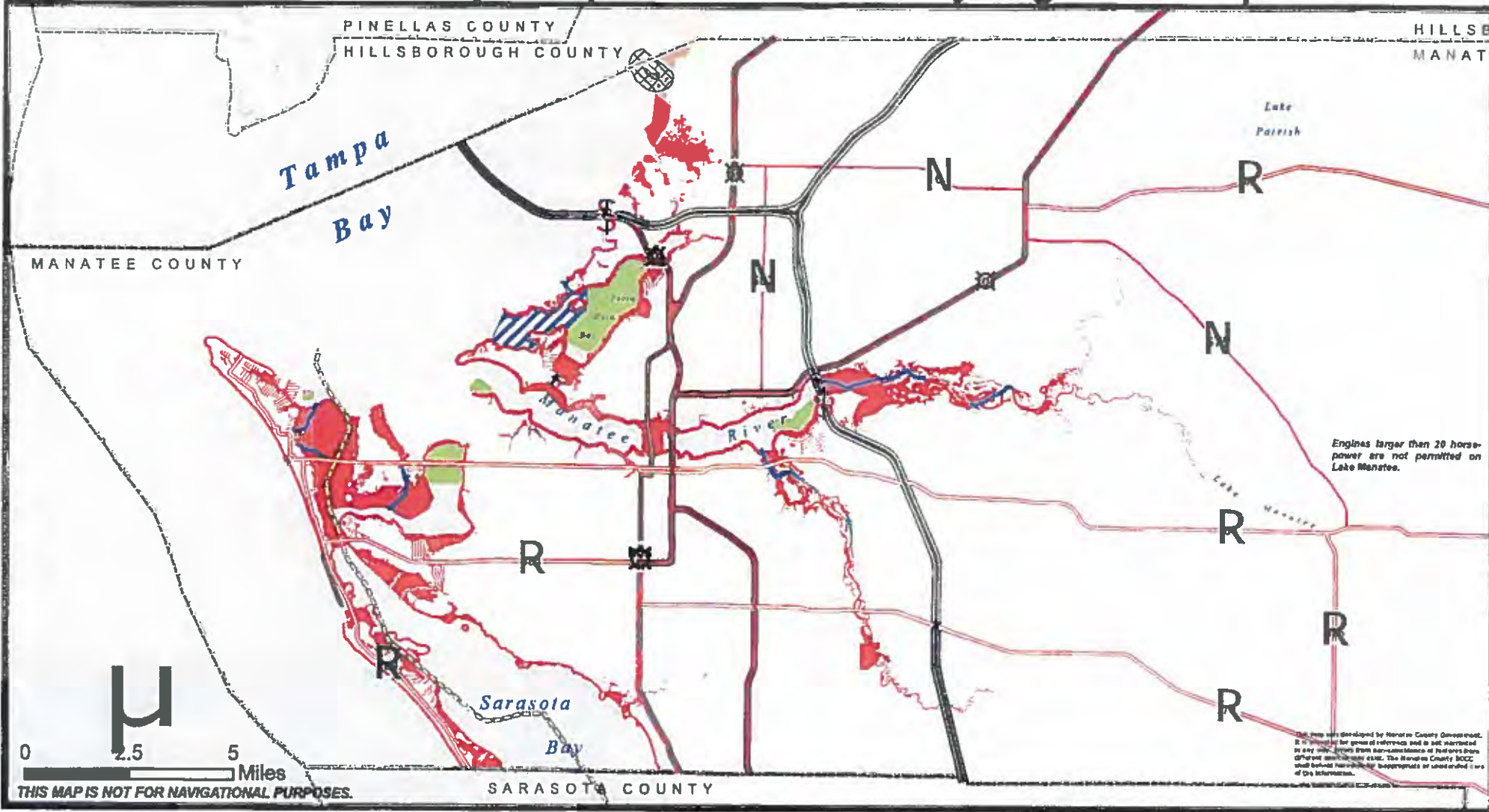
EMAIL ADDRESS: neil.unruh@manateesheriff.com

-  (140+ Square Miles) Manatee County/Manatee County Sheriff's Department
-  (8 Square Miles) Town of Longboat Key
-  (3 Square Miles) City of Bradenton
-  (2 Square Miles) City of Palmetto
-  (2.5 Square Miles) City of Bradenton Beach
-  (1.5 Square Miles) City of Holmes Beach

Area measurements approximated



Manatee County Comprehensive Waterway Regulation Map



0 2.5 5 Miles
THIS MAP IS NOT FOR NAVIGATIONAL PURPOSES.

This map was developed by Manatee County Government. It is intended for general information and is not intended to be used as a substitute for professional advice. The Manatee County SOCC and other authorities may have more current information. It is the responsibility of the user to verify the accuracy of the information.

Key

- Slow Speed Minimum Wake Zone
- Idle Speed/No Wake Zone
- Public Swim Area- No Vessels Allowed
- Historic Recreational Areas
- Warners Bayou Special Regulated Water Sports Area
- Internal Combustion Engine Exclusion Zone
- Manatee Key Security Zone- No Entry Without Permit
- Regulated Corridor - 25 MPH
- Regulated Area - 25 MPH
- Intracoastal Waterway Channel Centerline
- Regulated Channel - 25 MPH

Slow Speed Minimum Wake Zone
 Defined as the speed at which a vessel is fully off plane, completely settled in the water and not producing a wake that endangers other vessels under the existing circumstances.

Idle Speed/No Wake Zone
 Defined as the slowest speed at which a vessel or personal watercraft may operate while maintaining steering control and forward progress.

Historic Recreational Areas
 By designating or marking historical recreational areas, the County does not warrant or guarantee the safety or utility of an area for traditional water sports activities. Each vessel operator is personally responsible for ensuring that the area is free of submerged hazards and has sufficient depth and width for the activity.

Warners Bayou Special Regulated Water Sports Area
 Manatee County's Manatee Protection Ordinance designates Warners Bayou East and West as slow speed/minimum wake zones. Vessels may operate at higher speeds within the Special Regulated Water Sports Area if the vessel operator and vessel are permitted through the County. Contact the Natural Resources Department at (941) 745-3723 for more information.

Manatee Key Security Zone
 Permission from Port Manatee Security is required to enter the Manatee Key security zone. Call (941) 722-6455 for permit information.

Note: This map depicts waterway regulations designated by State Rule and County/Municipal Ordinances. Contact the Natural Resources Department for specific applicability.

STANDARD WATERWAY SYMBOLS AND MESSAGES			
RESTRICTED AREA SYMBOL	RESTRICTED AREA SYMBOL	RESTRICTED AREA SYMBOL	RESTRICTED AREA SYMBOL
Standard Messages: SWIM AREA NO BOATS CLOSED AREA NO BOWING DANGER LOCKS	Standard Messages: ROCK DANGER SHOAL SHALLOW AREA DANGER DAM	Standard Messages: SLOW SPEED MINIMUM WAKE NO SPEEDY NO WAKE	Standard Messages: STATE PARK/HEAD MARINA ENTRANCE FISH ATTRACTOR ARTIFICIAL REEF



County/Manatee County Sheriff's Department

Boat Key

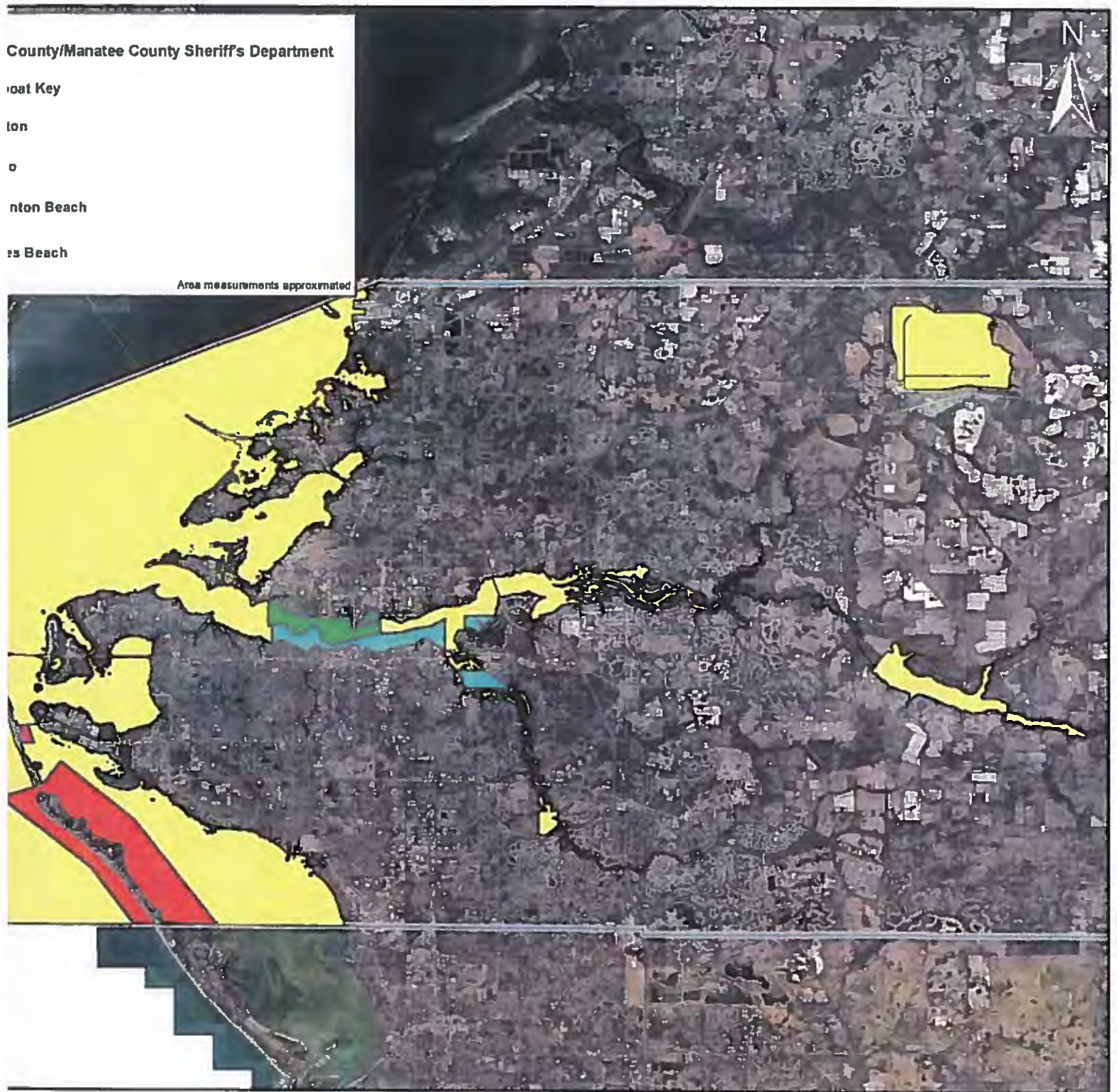
Location

to

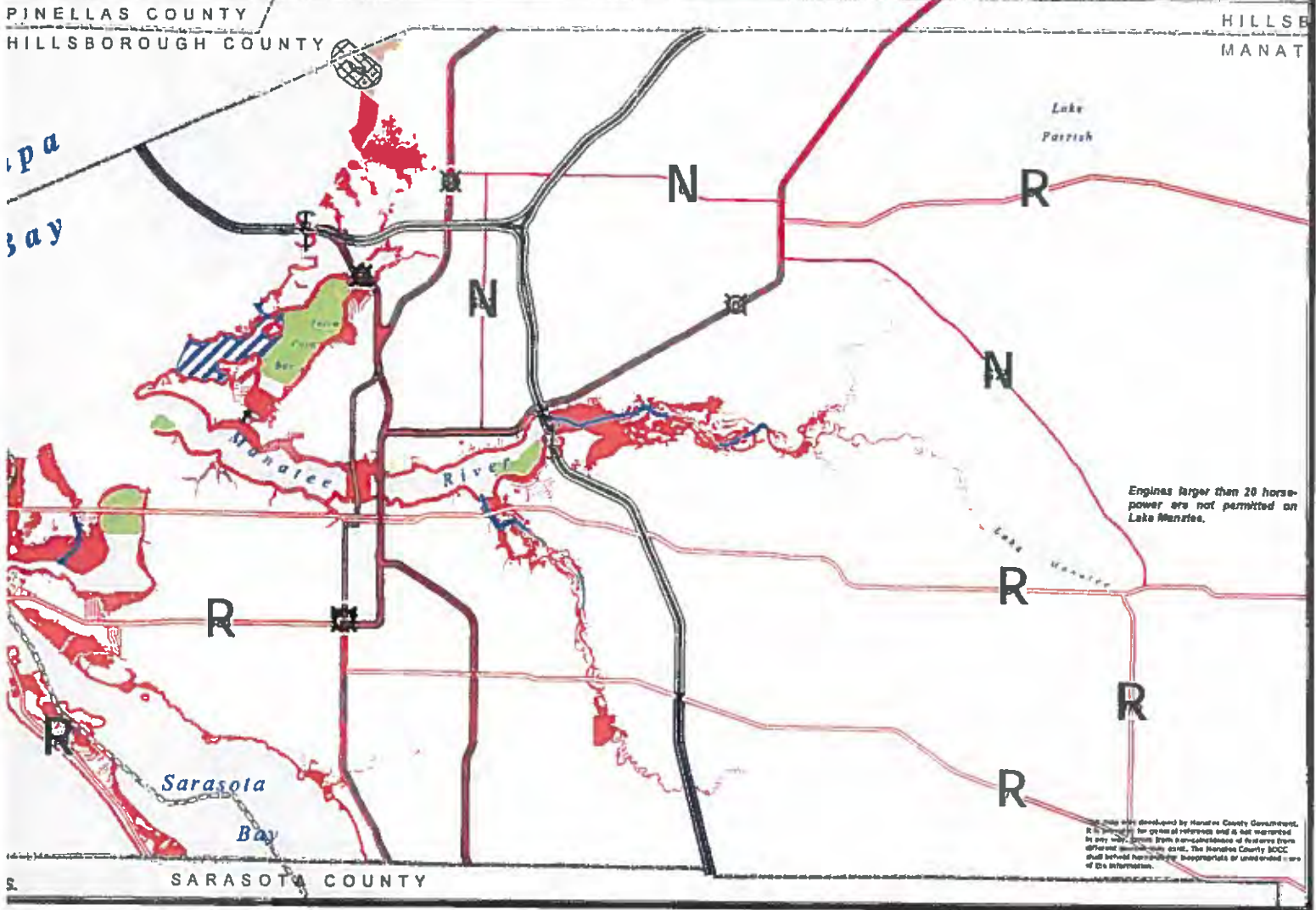
Anton Beach

Boys Beach

Area measurements approximated



County Comprehensive Waterway Regulation Map



Slow Speed/Minimum Wake

Defined as the speed at which a vessel is fully off plane, completely settled in the water and not producing a wake that endangers other vessels under the existing circumstances.

Idle Speed/No Wake

Defined as the slowest speed at which a vessel or personal watercraft may operate while maintaining steering control and forward progress.

Historic Recreational Areas

By designating or marking historical recreational areas, the County does not warrant or guarantee the safety or utility of an area for traditional water sports activities. Each vessel operator is personally responsible for ensuring that the area is free of submerged hazards and has sufficient depth and width for the activity.

Warner's Raven Special Regulated Water Sports Area

Manatee County's Manatee Protection Ordinance designates Warner's Bayou East and West as slow speed/minimum wake zones. Vessels may operate at higher speeds within the Special Regulated Water Sports Area if the vessel operator and vessel are permitted through the County. Contact the Natural Resources Department at (941) 745-3723 for more information.

Manatee Key Security Zone

Permission from Port Manatee Security is required to enter the Manatee Key security zone. Call (941) 722-6455 for permit information.

-- This map depicts waterway regulations designated by State Rule and County/Municipal Ordinances. Contact the Natural Resources Department for specific applicability.

STANDARD WATERWAY SYMBOLS AND MESSAGES			
	RESTRICTED AREA SYMBOL		RESTRICTED AREA SYMBOL
Standard Message: SWIM AREA NO BOATS CLOSED AREA NO BOWING DANGER LOCKS	Standard Message: ROCK DANGER SHOAL SHALLOW AREA DANGER DAM	Standard Message: SLOW SPEED/ MINIMUM WAKE IDLE SPEED/ NO WAKE	Standard Message: STATE PARK/HEAD MARINA ENTRANCE FISH ATTRACTOR ARTIFICIAL REEF



**WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM**

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

DATE: 2018-2019
(Fiscal Year)

1. APPLICANT: BRADENTON BEACH POLICE DEPT.
2. TYPE OF PROJECT: NAVIGATIONAL IMPROVEMENT PROGRAM
3. PROJECT TITLE: DERELICT VESSEL REMOVAL PROGRAM
4. PROJECT LOCATION: INTERCOASTAL WATERWAY BOUNDARIES WITHIN THE CITY OF BRADENTON BEACH.

PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: REMOVE AND DISPOSAL OF DERELICT AND ABANDONED VESSELS THAT HAVE BECOME THREATS TO HUMAN HEALTH AND SAFETY AND POSE A NAVIGATIONAL HAZARD TO THE HISTORIC BRIDGE ST. PIER AREA.

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

TYPE: N/A STATUS: N/A

7. ESTIMATED COMPLETION DATE: ONGOING
8. REQUIRED ATTACHMENTS: VACINITY MAP

A. VACINITY MAP

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM - CONTINUED

9. WCIND FUNDS REQUESTED \$25,000.00
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 66-A2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXPECTED PROJECTS.

SOURCE: N/A AMOUNT: N/A

11. ESTIMATED TOTAL PROJECT COST: \$25,000.00

12. APPLICATION IDENTIFICATION:

APPLICANT COUNTY: MANATEE COUNTY

LIAISON AGENT: NAN SUMMERS

APPOINTED REPRESENTATIVE OF, MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

OR:

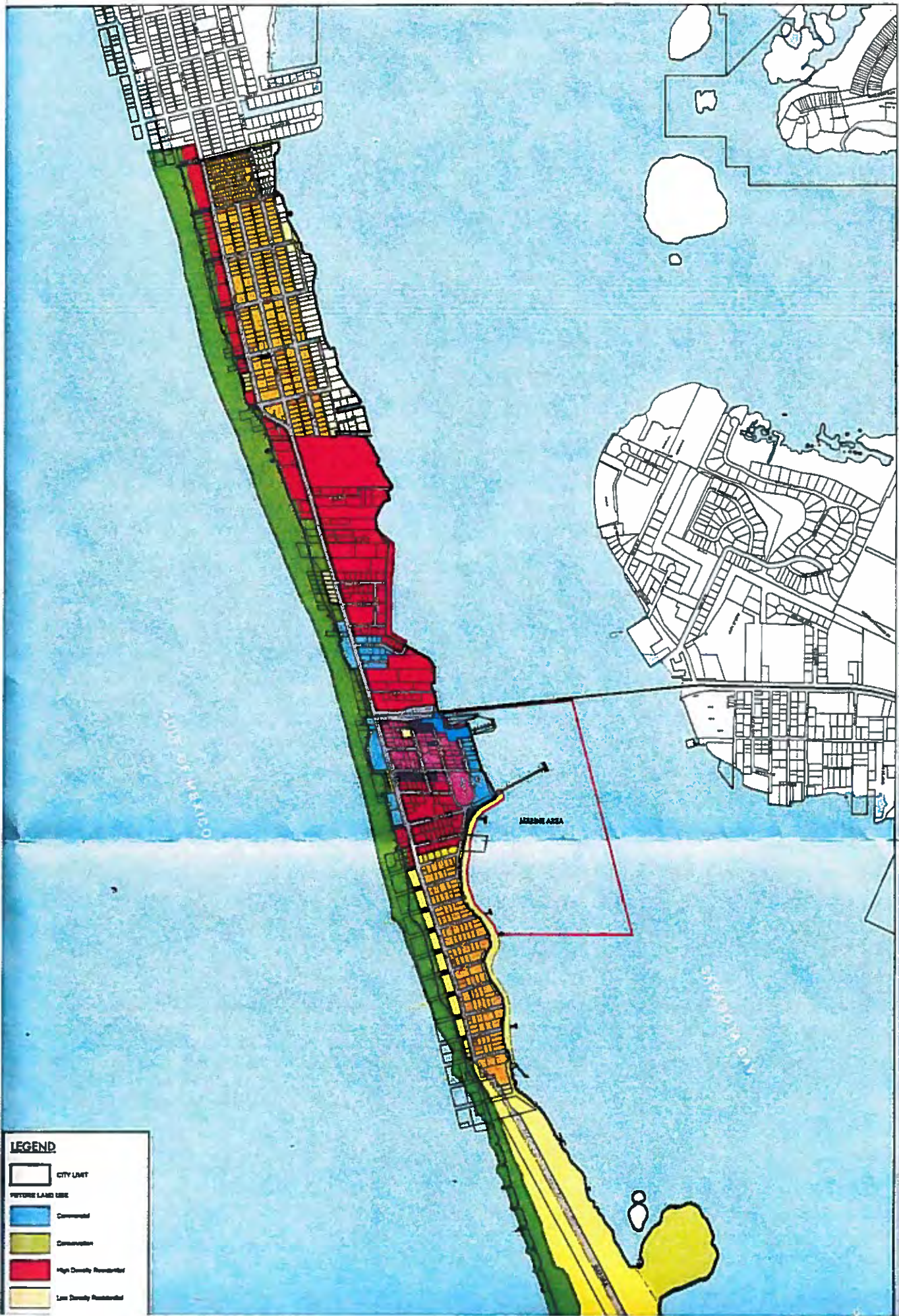
APPOINTED REPRESENTATIVE OF: N/A STATE OF FLOIRDA

ADDRESS: PARKS AND NATURAL RESOURCES DEPARTMENT
5502 33RD Avenue Drive West
Bradenton, Florida 34209-6000

TELEPHONE: 941-742-5923 ext 6052

SIGNATURE:  DATE: 04/07/2018

FUTURE LAND USE



LEGEND

- CITY LIMIT
- FUTURE LAND USE**
- Commercial
- Community
- High Density Residential
- Low Density Residential

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM

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

DATE: 2018
(Fiscal Year)

1. APPLICANT: Palmetto Police Department
2. TYPE OF PROJECT Navigational Improvement Projects
3. PROJECT TITLE: City of Palmetto Derelict Boat Removal
4. PROJECT LOCATION: City of Palmetto, Manatee County
5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT:

See attached

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

TYPE: N/A STATUS: N/A

7. ESTIMATED COMPLETION DATE: September 30th, 2018

8. REQUIRED ATTACHMENTS: _____

- A. VACINITY MAP
- B. SITE DEVELOPMENT PLAN

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM - CONTINUED

9. WCIND FUNDS REQUESTED \$ 15,000.00

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 66-A2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXPECTED PROJECTS.

SOURCE: N/A AMOUNT: \$ 0

11. ESTIMATED TOTAL PROJECT COST: \$ 15,000.00

12. APPLICATION IDENTIFICATION:

APPLICANT COUNTY: Manatee

LIAISON AGENT: Nan Summers

APPOINTED REPRESENTATIVE OF Manatee, BOARD OF COUNTY COMMISSIONERS
(NAME OF COUNTY)

OR:

APPOINTED REPRESENTATIVE OF: _____ STATE OF FLOIRDA
(NAME OF DEPARTMENT)

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: *Scott O. Ty* DATE: April 18th, 2018

City of Palmetto Submittal for the 2018 West Coast Inland Navigation District Navigation
Improvement Grant

5. Project Description and Public Benefit to Result:

The City of Palmetto includes approximately four miles of coastline along the Manatee River (to the south of the City) and approximately two miles along Terra Ceia Bay (to the north of the City). This area includes two active marinas, two bridges (DeSoto and Green) and several neighborhoods with canals. Over the past several years City staff has noticed an increased number of boats of all types showing up and being anchored along the City's coastline. Although some of these boats are occupied, many are abandoned and end up meeting the definition of derelict boats. These derelict boats create many types of hazards, including environmental and navigational (when they begin drifting). Currently, the City of Palmetto has three boats that have been declared derelict and need to be removed.

The City of Palmetto would like to request \$15,000.00 to pay for removal and proper disposal of derelict boats along its shoreline. One derelict boat to be removed is completely sunk and the other two are currently in danger of sinking. These funds would pay for the removal of the three boats, plus any additional boat that may become derelict during this grant cycle.

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM – BOAT LIFTS

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

DATE: 2018-2019 (Fiscal Year)

1. APPLICANT: Manatee County Sheriff's Office
2. TYPE OF PROJECT: Law Enforcement
3. PROJECT TITLE: Boat Lifts
4. PROJECT LOCATION: Manatee County Sheriff's Office Boat Dock

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT:

The Manatee County Sheriff's Office will install two boat lifts at dock used by the Marine Unit. Currently there are not enough boat lifts to accommodate the boats that are used by the Marine Unit. This means that the boats have to be housed on trailers and launched from the boat ramp. Launching from the trailer delays the deputies when they are dispatched to aid citizens or to search for missing person or track a suspect who has fled in a vessel. Additional boat lifts will enable a quicker response time. Every second saved is crucial when a citizen is in danger. Launching from the trailer is also harder on the boats. Using a lift provides better protection for taxpayer-funded equipment.

The cost includes purchase and installation of two (2) 14,000 pound capacity boat lifts and the associated County permitting for the installation.

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

TYPE: N/A STATUS: N/A

7. ESTIMATED COMPLETION DATE: September 30, 2019

8. REQUIRED ATTACHMENTS: Map of Manatee County's waterway jurisdictions.
Comprehensive Waterway Regulation Map

- A. VICINITY MAP
- B. SITE DEVELOPMENT PLAN

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM - CONTINUED

9. WCIND FUNDS REQUESTED \$38,156
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 66-A2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXPECTED PROJECTS.

SOURCE: N/A AMOUNT: N/A

11. ESTIMATED TOTAL PROJECT COST: \$38,156
12. APPLICATION IDENTIFICATION:

APPLICANT COUNTY: MANATEE COUNTY

LIAISON AGENT: Nan Summers

APPOINTED REPRESENTATIVE OF:

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

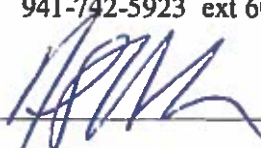
OR:

APPOINTED REPRESENTATIVE OF: N/A STATE OF FLORIDA

ADDRESS: PARKS AND NATURAL RESOURCES DEPARTMENT
5502 33RD Avenue Drive West
Bradenton, Florida 34209-6000

TELEPHONE: 941-742-5923 ext 6052

SIGNATURE: _____



DATE: _____

3-28-18

**MANATEE COUNTY SHERIFF'S OFFICE
W.C.I.N.D PROJECT DESCRIPTION – BOAT LIFTS
2018-2019 APPLICATION**

The Manatee County Sheriff's Office is requesting \$38,156 from 2018-19 W.C.I.N.D. regional funds for the purchase and installation of two additional boat lifts at the dock currently used by the Marine Unit. The Marine Unit currently has four 32' Intrepid patrol boats, a 26' Gausebuilt patrol boat, a 19' Carolina skiff, a 14' Jon boat, and a 10' Avon. We currently have four boat lifts. Having the boats on lifts greatly decreases the response time to calls for service. Deploying the right sized boat for the situation presented by the emergency is crucial. A larger boat may be needed in open water; however smaller boats are often the better vessel when the waters are shallow. Additional lifts will give us the option to deploy our smaller boats more quickly than launching with a trailer. The construction of two more lifts will also allow other agencies such as the Fish and Wildlife Commission and the Coast Guard to utilize our dock space for extended joint operations.

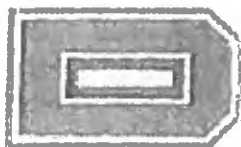
The cost includes two lifts with a 14,000 pound capacity. The lifts will include all pilings and hardware, a remote control and high speed motors with a direct drive gear system. Motors will be 1 horsepower with oversized cable winders to increase the speed to 38" of travel time per minute – an important feature when the Deputies need to launch quickly to respond to a 911 call. Installation costs to provide electricity to the lift are also included. A separate quote details the cost of getting power from the electrical supply on the dock to the piling. Permitting costs are estimated. The total cost is broken out as follows:

Purchase and Installation of (2) Boat Lifts	\$34,804.00
Electrical Work	2,952.00
Estimated cost of Permits	<u>400.00</u>
Total Cost	\$38,156.00

Vendor quotes for both aspects of the work are included - one for the lifts and one for the electrical work. (Quotes from three vendors will be secured prior to initializing the project.) The Duncan Seawall lift quote and the Duncan electrical quote are included as a point of reference for project specifications.

Two additional boat lifts will increase the Marine Unit's ability to respond quickly when citizens are in danger. Having to launch one of our smaller boats from a trailer rather than a lift

could cause the Deputies to arrive to a critical scene too late to save a life. No one knows when that situation might occur. Deputies need the equipment necessary to move quickly when someone on Manatee County's waterways needs their help. Lack of funding will be a hollow reason for a delay in the case of an emergency. We believe W.C.I.N.D. funding is the appropriate funding stream to help us be prepared.



DUNCAN
SEAWALL, DOCK & BOAT LIFT, LLC

January 30, 2018

Sgt. Russell Schnering
Manatee County Sheriffs Dept.
2651 Gulf Dr. South
Bradenton Beach, FL 34217

Phone #: 941-737-0793
Email: russell.schnering@manateesherriff.com

Re: Marine Rescue, Bradenton Beach

Dear Sgt. Schnering:

Thank you for considering Duncan Seawall, Dock and Boat Lift for your proposed boat lifts. Duncan Seawall has been in business since 1979 and has maintained an excellent reputation for quality workmanship. Our proposal is as follows:

Golden 14,000-lb Capacity Boat Lift:

Duncan Seawall will supply and install (2) 14,000-lb. capacity Golden brand aluminum and stainless-steel lifts. Each lift will be supported by (4) 10" diameter 2.5 C.C.A. pressure treated marine grade pilings, which will be jetted 10' into the bay bottom or to impassable strata by means of jetting (whichever is less), then driven for maximum stability and to prevent settling. The top of the lift beams will be set approximately 6.5' above the decking of the dock. The lift will include all standard installation hardware as well as upgraded remote control with auto stop, high speed motors, Golden Boat Lift's patented "Sea-Drive" self-contained direct drive gear system, 1 HP motors and oversized grooved cable winders for faster speed. The "Sea-Drive" is an aluminum die-cast enclosure which houses dual worm gear reducers and is the strongest drive system available on the market. When paired with a high-speed motor this is one of the fastest lifts available on the market with approximately 38" of travel per minute. Golden's warranty is the best in the industry - 10-year limited warranty on the "Sea-Drive" and 15-year limited warranty on the structure.

For the Cost of: \$34,804.00

Electric:

Duncan Seawall will supply the required wire, in code compliant PVC conduit from motor unit to motor unit. Motors and switches will be mounted, and all necessary wiring will be run between motor units (\$690.00 value). *Owner is responsible for providing adequate electrical power at the lift piling for plug-in and/or hardwiring the lift controls to the electrical source.* All lift wiring must be completed by an approved electrician in order for any standard warranties to be enforceable. If desired, Duncan Seawall has a state certified electrical division which would appreciate the opportunity to provide an electrical quote.

Boat Lift Options (prices valid until Duncan Seawall mobilizes to site):

16" x 20" Aluminum Walkway	\$ 990.00
Aluminum Stern Platform	\$ 775.00
High Speed Motors	Included
Remote Control with Limit Switch*	Included

Fully Licensed, Insured and Bonded



DUNCAN
SEAWALL, DOCK & BOAT LIFT, LLC

Manatee County Sherriff's Office

Page 2 of 2

January 30, 2018

Permitting:

Price quoted does not include any permitting costs. Duncan Seawall will obtain the necessary permits. All costs required to obtain the permits will be the owner's responsibility and added to the project total.

Duncan Seawall will attempt to make the customer aware of any potential conditions or problems during the introduction process; however, from time to time unexpected/unforeseen conditions do arise. The customer will be responsible for additional equipment and labor costs that may become apparent during the construction process due to undisclosed, undiscovered and/or unforeseen conditions. Unforeseen conditions include, but are not limited to, rock, clay, debris or buried concrete within the construction area.

Duncan Seawall will forward/transfer any and all warranties provided by our manufacturers and suppliers. Upon acceptance of this proposal, Duncan Seawall requests a 10% down payment and 90% *due upon completion* of the above stated work. Credit card transactions are subject to a 2.5% non-refundable fee charged by a third-party payment processor.

This contract incorporates Florida Statute 713.015 relating to Florida construction lien laws as attached. In the event of default of contract, the prevailing party is entitled to receive reasonable and customary court costs, attorney fees, and appellate fees, if any, in relation to the enforcement of contract. Interest will accrue at 18% per annum on all accounts not paid within (10) days of project completion.

Respectfully submitted,

Mark Liebel
Owner/Vice President

NOTE: Duncan Seawall may withdraw this proposal if not accepted within (30) days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Duncan Seawall, Dock and Boat Lift is authorized to do the work as specified above. I have initialed next to the option(s) I want Duncan Seawall, Dock and Boat Lift to complete.

Signature: _____ Date: _____

Fully Licensed, Insured and Bonded



DUNCAN
SEAWALL, DOCK & BOAT LIFT, LLC

March 28, 2018

Sgt. Russell Schnering
 Manatee County Sheriffs Dept.
 2651 Gulf Dr. South
 Bradenton Beach, FL. 34217

Phone: 941-737-0793
 Email: russell.schnering@manateesherriff.com

Re: Electrical Needs for Dock

Dear Sgt. Schnering:

Thank you for the opportunity to provide the electrical work for your project. After visiting the jobsite, Duncan Seawall proposes to provide the material and labor to the following installation.

Lift Power Option #1:

- A new 20-amp, 240-volt GFCI protected circuit from the existing marine power pedestal #1 to boat lift control #1.
- A new 20-amp, 240-volt GFCI protected circuit from the existing marine power pedestal #2 to boat lift control #2.
- Connect GR2A Gem Remote controls and set limit switches.
- GFCI protection is required by the National Electric Code.

For the Cost of: \$1,758.00

Lift Power Option #2:

- A new 50-amp, 240-volt GFCI protected circuit from the main panel to a GE 4-8 load center installed on a piling at the entrance of the dock.
- A new 20-amp, 240-volt circuit from the new GE 4-8 load center to the boat lift control #1.
- A new 20-amp, 240-volt circuit from the new GE 4-8 load center to the boat lift control #2.
- Connect GR2A Gem Remote controls and set limit switches.
- GFCI protection is required by the National Electric Code.

For the Cost of: \$2,952.00

Duncan Seawall will not assume liability, or financial responsibility, for bringing up to current National Electrical Code any work done by others. All PVC pipe will be installed on the inside of stringers and below the decking for aesthetics and protection. If trenching is involved, Duncan Seawall will not be responsible for buried irrigation, electrical and/or plumbing conduits. Duncan Seawall will do its best to restore landscape to the original condition, however, Duncan Seawall will not be responsible for sod replacement or regeneration. This price includes all labor, and material but *does not* include necessary permits. All materials and workmanship are guaranteed to be as specified and the above work performed in a professional manner with *100% due upon completion* of the above stated work.



DUNCAN
SEAWALL, DOCK & BOAT LIFT, LLC

Manatee County

Page 2 of 2

March 28, 2018

Duncan Seawall is a State Certified electrical contractor license # EC 13005773, and insured by Marine Underwriters for General Liability. Duncan Seawall carries the federally mandated USL&H and Jones Act endorsement (6006F) to insure customer protection in the unlikely event of an injury. Duncan Seawall is also an "Anchor" Member in the Florida Marine Contractors Association.

This contract incorporates Florida Statute 713.015 relating to Florida construction lien laws as attached. In the event of default of contract, the prevailing party is entitled to receive reasonable and customary court costs, attorney fees, and appellate fees, if any, in relation to the enforcement of contract. Interest will accrue at 18% per annum on all accounts not paid within (10) days of project completion.

Respectfully submitted,







Jose Palavra
Electrical Services

NOTE: Duncan Seawall may withdraw this proposal if not accepted within (30) days.

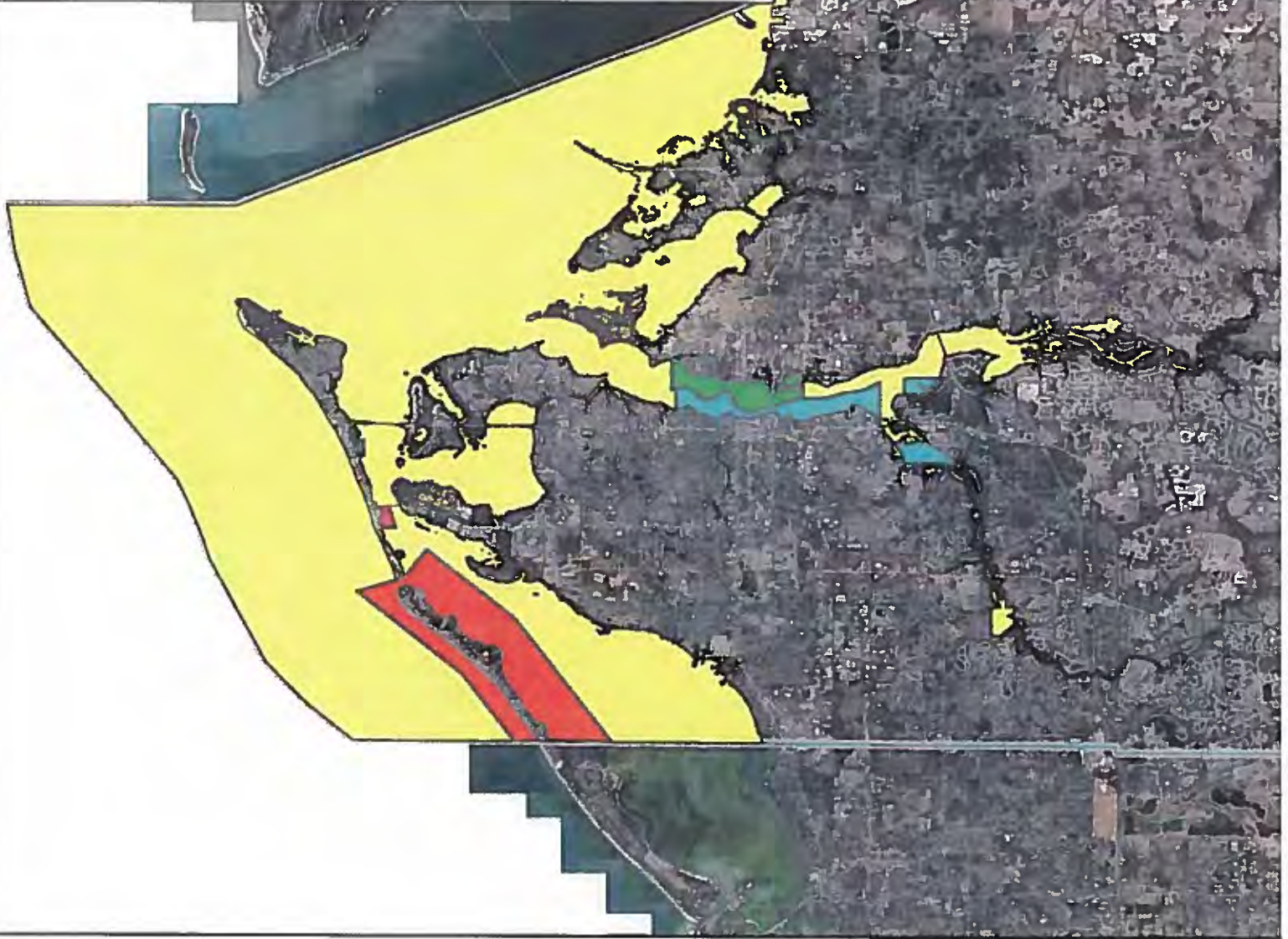
ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Duncan Seawall Dock and Boat Lift is authorized to do the work as specified above. I have initialed next to the option(s) I want Duncan Seawall, Dock and Boat Lift to complete.

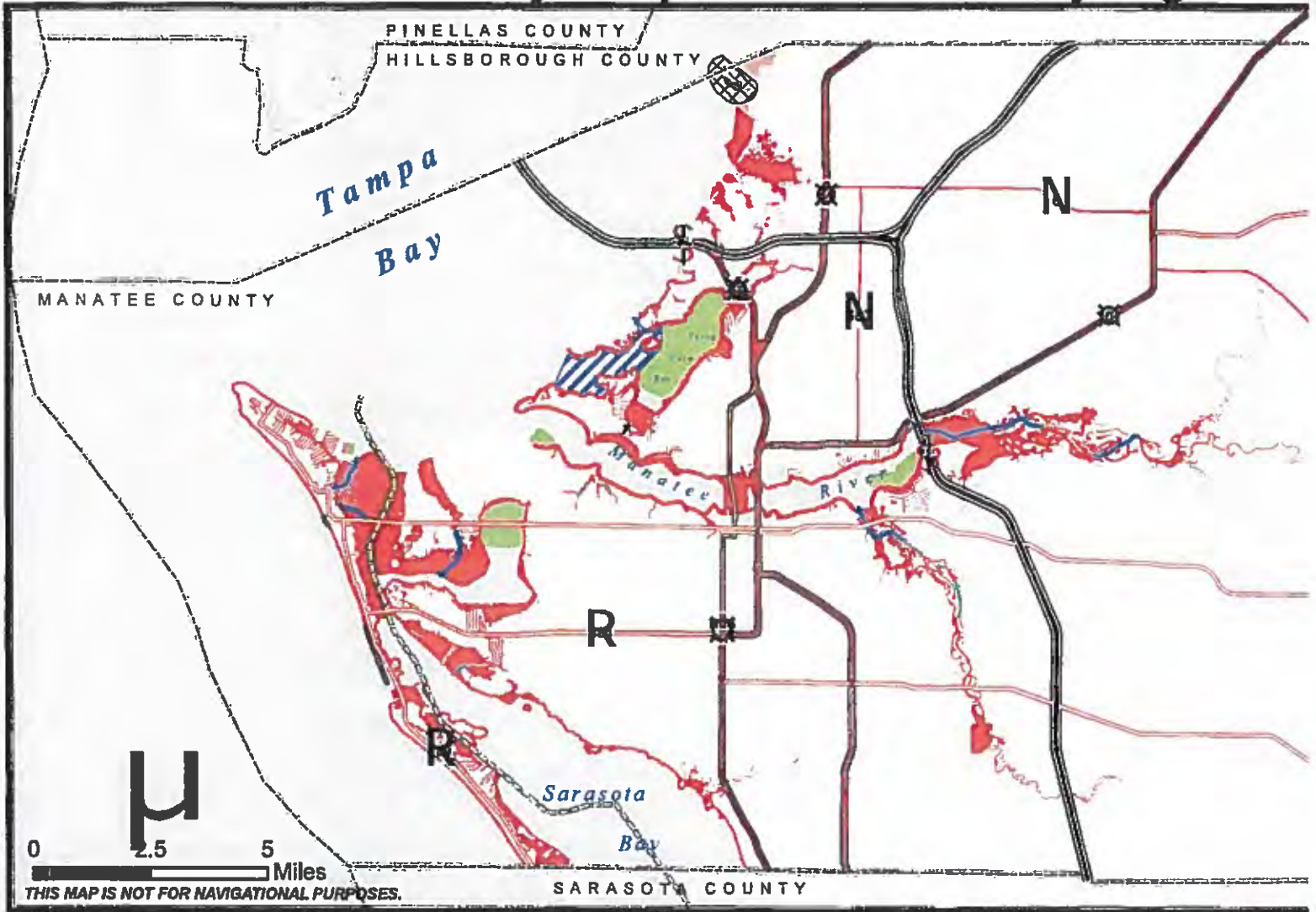
Signature: _____ Date: _____

-  (140+ Square Miles) Manatee County/Manatee County Sheriff's Department
-  (8 Square Miles) Town of Longboat Key
-  (3 Square Miles) City of Bradenton
-  (2 Square Miles) City of Palmetto
-  (2.5 Square Miles) City of Bradenton Beach
-  (1.5 Square Miles) City of Holmes Beach

Area measurements approximated














Manatee County Comprehensive Waterway Regulation



THIS MAP IS NOT FOR NAVIGATIONAL PURPOSES.

Key

-  Slow Speed Minimum Wake Zone
-  Idle Speed/No Wake Zone
-  Public Swim Area- No Vessels Allowed
-  Historic Recreational Areas
-  Warners Bayou Special Regulated Water Sports Area
-  Internal Combustion Engine Exclusion Zone
-  Manatee Key Security Zone- No Entry Without Permit
-  Regulated Corridor -25 MPH
-  Regulated Area - 25 MPH
-  Intracoastal Waterway Channel Centerline
-  Regulated Channel - 25 MPH

Slow Speed Minimum Wake

Defined as the speed at which a vessel is fully off plane, completely settled in the water and not producing a wake that endangers other vessels under the existing circumstances.

Idle Speed/No Wake

Defined as the slowest speed at which a vessel or personal watercraft may operate while maintaining steering control and forward progress.

Historic Recreational Areas

By designating or marking historical recreational areas, the County does not warrant or guarantee the safety or utility of an area for traditional water sports activities. Each vessel operator is personally responsible for ensuring that the area is free of submerged hazards and has sufficient depth and width for the activity.

Warners Bayou Special Regulated Water Sports Area

Manatee County's Manatee Protection Ordinance designates Warners Bayou East and West as slow speed/minimum wake zones. Vessels may operate at higher speeds within the Special Regulated Water Sports Area if the vessel operator and vessel are permitted through the County. Contact the Natural Resources Department at (941) 745-3723 for more information.

Manatee Key Security Zone

Permission from Port Manatee Security is required to enter the Manatee Key security zone. Call (941) 722-6455 for permit information.

-- This map depicts waterway regulations designated by State Rule and County/Municipal Ordinances. Contact the Natural Resources Department for specific applicability.



MANATEE COUNTY – WCIND ADDITIONAL INFORMATION

ORGANIZATION NAME: Manatee County Sheriff's Office

ADDRESS: 600 300 Blvd West, Suite 200
Bradenton, FL 34205

CONTACT PERSON: Neil Unruh, Comptroller

PHONE NUMBER: 941-747-3011 x2033

EMAIL ADDRESS: neil.unruh@manateesheriff.com

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM – AIRBOAT and TRAILER

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

DATE: 2018-2019 (Fiscal Year)

1. APPLICANT: Manatee County Sheriff's Office
2. TYPE OF PROJECT: Law Enforcement
3. PROJECT TITLE: Airboat and Trailer
4. PROJECT LOCATION: Waterways of Manatee County

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT:

The Manatee County Sheriff's Office will purchase an airboat and trailer to allow for closer access to the shoreline for law enforcement activities. The airboat will enable the Marine Deputies to move into shallow areas where the larger patrol boats cannot go. Searching the shoreline for missing persons and tracking suspects who move along the shoreline to stay hidden will be possible with an airboat. This will ensure better protection of the environment while allowing law enforcement to provide protection for the citizens of Manatee County.

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

TYPE: N/A STATUS: N/A

7. ESTIMATED COMPLETION DATE: September 30, 2019

8. REQUIRED ATTACHMENTS: Map of Manatee County's waterway jurisdictions.
Comprehensive Waterway Regulation Map

- A. VICINITY MAP
- B. SITE DEVELOPMENT PLAN

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM - CONTINUED

9. WCIND FUNDS REQUESTED \$19,990
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 66-A2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXPECTED PROJECTS.

SOURCE: Trade-in Value of Intrepid AMOUNT: \$44,500

11. ESTIMATED TOTAL PROJECT COST: 64,490 (\$44,500 provided by MCSO trade-in)
12. APPLICATION IDENTIFICATION:

APPLICANT COUNTY: MANATEE COUNTY

LIAISON AGENT: Nan Summers

APPOINTED REPRESENTATIVE OF:

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

OR:

APPOINTED REPRESENTATIVE OF: N/A STATE OF FLORIDA

ADDRESS: PARKS AND NATURAL RESOURCES DEPARTMENT
5502 33RD Avenue Drive West
Bradenton, Florida 34209-6000

TELEPHONE: 941-742-5923 ext 6052

SIGNATURE: _____



DATE: _____

3.27.18

MANATEE COUNTY SHERIFF'S OFFICE
W.C.I.N.D PROJECT DESCRIPTION – AIRBOAT and TRAILER
2018-2019 APPLICATION

The Manatee County Sheriff's Office is requesting \$19,990 from 2018-19 W.C.I.N.D. funds to purchase an airboat. The Marine Unit will trade in one of their older, smaller boats to be able to make the purchase. However, even with the trade, \$19,990 is still needed for the Sheriff's Office to make the purchase.

The airboat will enable access to sensitive coastal areas without damaging the environment and will allow deputies to move quickly to the coast when shallow waters would prevent access by the larger patrol boat. Approximately 30% of the waterways in the county are not accessible on a low tide except by an airboat. Without one, the Deputies are unable to move into shallow waters to search for missing persons or track suspects.

Having an airboat immediately accessible is crucial when citizens are stranded, or missing. Two years ago the Marine Unit was dispatched to rescue five juveniles who had become stranded on a remote island near Miguel Bay. The kids told the 911 operator that they were stranded and freezing. A cold front had blown through during the night and they could not get back to the mainland. The responding Deputies spotted the boat ramp on the island and launched their John Boat to get to shore. They ran aground several times before they could get to the island. The juveniles survived with just mild hypothermia; however if the Deputies had been able to respond with an airboat, they would have arrived at least an hour sooner.

Recently, Deputies had to commandeer kayaks from citizens who just happened to be in the area to get a K-9 to an island to track a suspect. In another situation, they could not access a shoreline to eradicate marijuana that was being grown there. They had to wait for a couple of days until an airboat could be brought into the area by the Fish and Wildlife Commission (FWC).

The total cost of the trailer and airboat (with instrumentation) is \$64,490. The Sheriff's Office will receive a trade-in value of \$44,500 for a 2004 Intrepid. The balance of \$19,990 is needed to complete the purchase. With the addition of 27 School Resource Officers and the positions needed to supervise them for 2018-19 school year, the Sheriff's Office is facing financial obligations that make it impractical to purchase the needed airboat. Each of the SROs

and supervisors will need uniforms, vehicles, a laptop and the personal equipment to do their job. By trading the Intrepid we are able to cover 69% of the cost. We are in need of the balance to complete the purchase of the airboat that will serve to both protect the environment and the citizens of Manatee County. This is a solid investment that has the potential for a very high return when taking into consideration that lives could be saved by the ability to access the shoreline quickly in an emergency.

4600 West HWY 326 Ocala FL, 34482
Phone (352)401-9070 Fax (352)401-9667
sales@gtoairboats.com

DATE:3/9/18

TO MANATEE CO. SHERIFF'S OFFICE

SPV "PATROLMASTER" SERIES

Get your SPV "patrolmaster" Series Airboat turn key and ready to go with all of the equipment you need for Airboating at a great price.

HULL

- * One Piece Bottom Construction
- Non-Trip of Latest Design
- Length 15'
- Beam 8'
- Height of Midship 22 Inches
- Transom min. 17 Inches
- Transom Relieved 15 Degrees for Rear Wash Safety
- All Welded Aluminum Construction Bottom and Transom Marine Alloy 5086 190
- Bulkhead And Sides Marine Alloy 5052.125 Aluminum
- Bottom Stiffeners Equally Spaced Across Bottom
- Min. 7ea-2"x 2"x 1/4" T-Bar Stringers
- Complete deckover w/ 2 access doors (port & starboard) W/DROP IN STORAGE BOXES
- Storage under Bow with flush mount Lockable Access with drip rail
- Top of Deck will be non-skid (your choice of color)
- 2' Grass Rake W/STEP & 4 LED CUBE LIGHTS RECESSED

POLYMER

- 3/8" Polymer Bottom
- 1/4" Side Polymer
- Attached with Stainless Steel Fasteners

ENGINE

- New PCM 550 H.P. SUPERCHARGED 6.2 LSA ENGINE
- 12 Volt 100 Amp Alternator With SERPENTINE BELT/Pulley System
- Electric Fuel Pump with Fuel Filter/Water Separator
- U.S.C.G.Approved Fuel Lines
- Electric Gear Reduction Starter
- Heavy Duty Flywheel
- 6 MOS. Warranty on Engine

REDUCTION

- Ox Drive Gear Reduction
- 2.55 to 1 Ratio
- 9 MOS Warranty on Ox Drive

PROPELLER

- Sensenich Adjustable pitch Composite Propeller matched to engine horsepower

SEATING

- Seating for five two single rear "FATMAN" seats, one forward triple bench (FATMAN SEATS WILL ACCOMMODATE OFFICER W/ LE BELT)
- Custom Marine Vinyl Seat Cushions and Rain Covers

RIGGING

- Stainless Steel Super Structure with 1 1/4" Engine Stand Supports
- Stainless Steel Seat Package and Cage W/ ACCESS DOORS
- Banded on cage wire
- LOCKABLE ALUMINUM STORGE BOX UNDER REAR SEATING

EQUIPMENT

- Cable Steering Attached to Top Rudders

- Stainless Steel Flex Pipe 3"
- Stainless Steel Headers
- Stainless Steel Mufflers
- Heavy Duty Engine Cooling Aluminum Radiator
- Aluminum Coolant Expansion Tank
- U.S.C.G. Approved Radiator Hoses
- Complete Bilge System
- Dual Batteries with Battery Boxes
- Ignition Protected Battery Selector Switch
- Certified 47 Gallon Aluminum Fuel Tank with Remote Fill
- 4 Foot Air Foiled Aluminum Rudders, Foam Filled, Nylon Bushings
- Stainless Steel Rudder Rods
- Rudders Attached With Rod Ends
- Assembled with Stainless Steel Fasteners
- LED Lights Attached to Cage
- LED Floor Board Courtesy light

INSTRUMENTATION

- Marine Standard Wiring
- Lighted Marine Gauges
- Labeled Marine Toggle Switches
- Voltmeter
- Temperature Gauge
- Oil Pressure Gauge
- Tachometer
- Hour Meter
- Fuel Gauge
- Engine Warning System
- Marine Keyed Ignition Switch
- 1-12 Volt Marine Power Point
- Fuse Panel with Circuit Breakers
- U.S.C.G. Approved Navigational Lights

TRAILER

- Aluminum
- Single Axle (3500 lbs.)
- 2" Heavy Duty Coupler
- Heavy Duty Tongue Jack with Wheel
- Heavy Duty Wench
- Easy Grease Bearings Carpet Side Boards
- D.O.T. led Lights
- galvanized Wheels
- Spare Tire & Wheel with mounts
- **TRIPLE REAR ROLLERS**

Airboat & Trailer=\$ 64,490.00
LESS 2004 INTREPID TRADE IN=\$ 44,500.00
TOTAL=\$ 19,990.00

F.O.B.Ocala,Florida

G T O Performance Airboats shall use its reasonable efforts to deliver airboat to customer on the delivery date set forth in buyers order. Delivery shall be made at G T O Performance Airboats property located at 4600 West Highway 326, Ocala, Florida, unless specified in buyers order. Description of airboat is referred to signed specification sheet.

NON-REFUNDABLE DEPOSIT: In consideration of G T O Performance Airboats, removing this vessel from the market and/or placing a custom order in production, I understand and agree that my deposit of \$10,000.00 is NOT REFUNDABLE under any circumstances, and will remain the property of G T O Performance Airboats, if I cancel this transaction for any reason. This provision embodies the entire understanding of the parties with regard to my deposit. Final balance is due upon completion and payable with certified funds.

Customer Signature:_____ **Date:**_____

THANK YOU FOR YOUR BUSINESS!

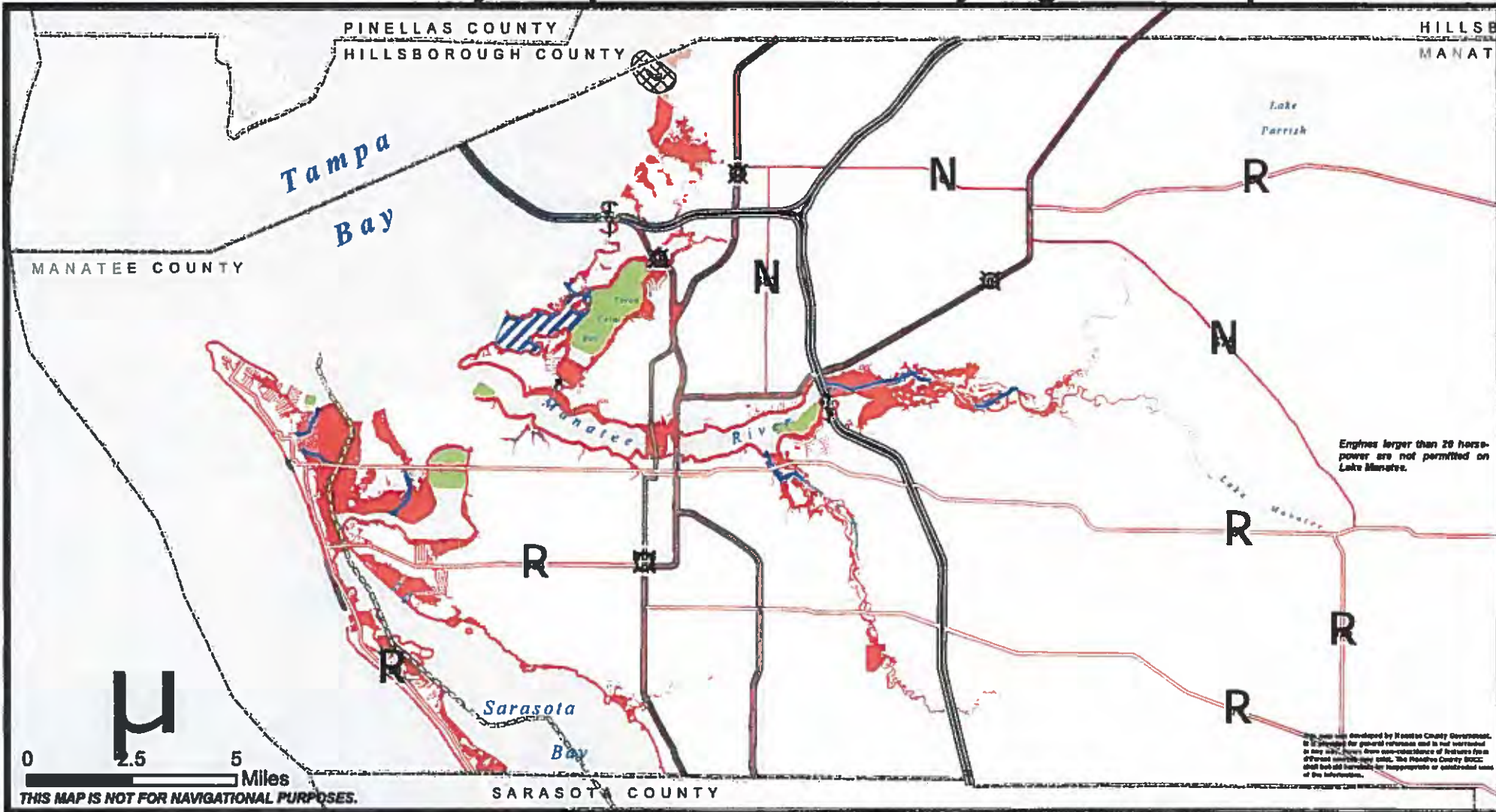
Brian Hall GTO Performance Airboats Representative

-  (140+ Square Miles) Manatee County/Manatee County Sheriff's Department
-  (8 Square Miles) Town of Longboat Key
-  (3 Square Miles) City of Bradenton
-  (2 Square Miles) City of Palmetto
-  (2.5 Square Miles) City of Bradenton Beach
-  (1.5 Square Miles) City of Holmes Beach

Area measurements approximated



Manatee County Comprehensive Waterway Regulation Map



THIS MAP IS NOT FOR NAVIGATIONAL PURPOSES.

Key

- Slow Speed Minimum Wake Zone
- Idle Speed/No Wake Zone
- Public Swim Area- No Vessels Allowed
- Historic Recreational Areas
- Warners Bayou Special Regulated Water Sports Area
- Internal Combustion Engine Exclusion Zone
- Manbirtea Key Security Zone- No Entry Without Permit
- Regulated Corridor - 25 MPH
- Regulated Area - 25 MPH
- Intracoastal Waterway Channel Centerline
- Regulated Channel - 25 MPH

Slow Speed Minimum Wake

Defined as the speed at which a vessel is fully off plane, completely settled in the water and not producing a wake that endangers other vessels under the existing circumstances.

Idle Speed/No Wake

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Historic Recreational Areas

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Warners Bayou Special Regulated Water Sports Area

Manatee County's Manatee Protection Ordinance designates Warners Bayou East and West as slow speed/minimum wake zones. Vessels may operate at higher speeds within the Special Regulated Water Sports Area if the vessel operator and vessel are permitted through the County. Contact the Natural Resources Department at (941) 745-3723 for more information.

Manbirtea Key Security Zone

Permission from Port Manatee Security is required to enter the Manbirtea Key security zone. Call (941) 722-6455 for permit information.

*** This map depicts waterway regulations designated by State Rule and County/Municipal Ordinances. Contact the Natural Resources Department for specific applicability.*

Engines larger than 20 horsepower are not permitted on Lake Manatee.

This map was developed by Manatee County Government. It is intended for general reference and is not intended to be used as a navigational aid. The Florida County GOCC shall be held harmless for any errors or omissions of this information.

STANDARD WATERWAY SYMBOLS AND MESSAGES			
RESTRICTED AREA SYMBOL	RESTRICTED AREA SYMBOL	RESTRICTED AREA SYMBOL	RESTRICTED AREA SYMBOL
Standard Messages	Standard Messages	Standard Messages	Standard Messages
SWIM AREA NO BOATS CLOSED AREA NO SORTING DANGER LOGS	NOOK DANGER SHOAL SHALLOW AREA DANGER DAM	SLOW SPEED/ MINIMUM WAKE IDLE SPEED/ NO WAKE	STATE MARK AHEAD MANNA ENTRANCE FISH ATTRACTOR ARTIFICIAL REEF



MANATEE COUNTY – WCIND ADDITONAL INFORMATION

ORGANIZATION NAME: Manatee County Sheriff's Office

ADDRESS: 600 300 Blvd West, Suite 200
Bradenton, FL 34205

CONTACT PERSON: Neil Unruh, Comptroller

PHONE NUMBER: 941-747-3011 x2033

EMAIL ADDRESS: neil.unruh@manateesherriff.com

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM

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

DATE: 2018
(Fiscal Year)

1. APPLICANT: Palmetto Police Department
2. TYPE OF PROJECT: Law Enforcement
3. PROJECT TITLE: Palmetto PD Boat
4. PROJECT LOCATION: City of Palmetto, Manatee County

5. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT:

See attached

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

TYPE: N/A STATUS: N/A

7. ESTIMATED COMPLETION DATE: September 30th, 2018

8. REQUIRED ATTACHMENTS: _____

- A. VICINITY MAP
- B. SITE DEVELOPMENT PLAN

Palmetto Police Department Submittal for the 2018 West Coast Inland Navigation District Law
Enforcement Grant

5. Project Description and Public Benefit to Result:

The City of Palmetto includes approximately four miles of coastline along the Manatee River (to the south of the City) and approximately two miles along Terra Ceia Bay (to the north of the City). This area includes two active marinas, two bridges (DeSoto and Green) and several neighborhoods with canals. The Palmetto Police Department currently does not have a boat for patrol, rescue, or any type of law enforcement activity and is forced to rely exclusively on other public safety agencies in the area when officers need to get out on the City's waters to render service.

Over the past four years there have been several incidents where an immediate water response was necessary and was delayed by the fact that it took some time to coordinate a response from another public safety partner. Fortunately, this delay in response did not result in a life being lost. Another issue that the City of Palmetto is facing more and more often is the problem of derelict boats along our shores, as well as boats with people living on them. Should a call for assistance come from one of these vessels, help would certainly be delayed.

For these many reasons, it has become very important for the Palmetto Police Department to get a patrol boat. The City of Palmetto has limited financial resources and has been unable to budget for a one. We are proposing to use these grant funds to purchase a 22 to 26 foot, flat bottom, center console patrol boat and outboard motor, with trailer. This boat would be fully equipped with emergency lighting and P.A., a police radio, GPS, and depth finder, and personal flotation devices. The boat would be chosen and outfitted for river and bay patrol. It is estimated that the total cost of the outfitted boat and trailer would be approximately \$100,000. Palmetto Police Department staff is currently working on quotes and a detailed budget.

It should be noted that all municipalities in Manatee County share a limited number of public safety boats, mainly belonging to the Manatee County Sheriff's Office. The proposed Palmetto Police Department Patrol boat would add to the county's marine response fleet and be made available to other public safety agencies for mutual aid requests, emergencies, and events all along the Manatee River and surrounding areas. The boat's location would allow almost immediate response from Palmetto's Riverside Park boat launch, into the Manatee River. This additional boat and location would certainly reduce response times for marine emergencies.

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM
APPLICATION FORM - CONTINUED

9. WCIND FUNDS REQUESTED \$73,096.89

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 66-A2, F.A.C., MATCHING FUNDS ARE REQUIRED EXCEPT FOR CERTAIN EXPECTED PROJECTS.

SOURCE: N/A AMOUNT: \$0

11. ESTIMATED TOTAL PROJECT COST: \$73,096.89

12. APPLICATION IDENTIFICATION:

APPLICANT COUNTY: Manatee

LIAISON AGENT: Nan Summers

APPOINTED REPRESENTATIVE OF Manatee, BOARD OF COUNTY COMMISSIONERS
(NAME OF COUNTY)

OR:

APPOINTED REPRESENTATIVE OF: STATE OF FLORIDA
(NAME OF DEPARTMENT)

ADDRESS:

TELEPHONE:

SIGNATURE: [Signature] DATE: 5/15/18



Sales Order B100561-A

Date 05/09/18

MAVERICK BOAT GROUP, INC.
 3207 INDUSTRIAL 29TH STREET
 FORT PIERCE, FL 34946
 Telephone: 772/465-0631

Bill To:

Palmetto Police Department
 1115 10th Street West
 Palmetto, FL 34221

Ship To:

Palmetto Police Department
 1115 10th Street West
 Palmetto, FL 34221

THIS IS A BID/ESTIMATE

Customer	Ship Via	Sale Type	Terms	Hull ID	Salesperson	Reference No.
PPD01		FGSA	1% 10 DAYS, NET 30	MVIPM 18	SL	None

Qty	Item Number	Description	Tax	Unit Price	Amount
1	24PM-18	PATHFINDER 2400 TRS (PM), 2018	N	46722.00	\$46,722.00
1	MOTORVF250LA	VF250LA	N	0.00	\$0.00
1	PMRIGCL4UP	COMMAND LINK GAUGES W/ MECH CONTROL UPGRADE	N	0.00	\$0.00
1	PMSTEERHYD	STEERING, HYDRAULIC (STANDARD)	N	0.00	\$0.00
1	PMJACKPLATEUPG	JACKPLATE, 10" UPGRADE, PM (OPEN MARKET ITEM)	N	99.00	\$99.00
1	GELHULLPURW	Pure White	N	0.00	\$0.00
1	PMTTOPHARD	T-TOP, HARD-TOP W/ELEC BOX (OPEN MARKET ITEM)	N	4299.00	\$4,299.00
1	POWCOAT02B	POWDER COATING OPTION, GLOSS BLACK,(OPEN MARKET ITEM)	N	699.00	\$699.00
1	PMCONSEATREMUP	WHITE FIBERGLASS REMOVABLE COOLER (OPEN MARKET ITEM)	N	499.00	\$499.00
1	PMCLEATSLF	CLEAT, SPRINGLINE, FOLDING (OPEN MARKET ITEM)	N	199.00	\$199.00
1	GOEPGARVHF	ELECTRONICS, GARMIN, VHF RADIO, (OPEN MARKET ITEM)	N	599.00	\$599.00
1	GOEPGAR10S	ELECTRONICS, GARMIN, 10"TOUCHSCREEN (OPEN MARKET ITEM)	N	3099.00	\$3,099.00
1	PMLEANPOSTBR	LEANING POST BACKREST, WITH CUSHION (OPEN MARKET ITEM)	N	299.00	\$299.00
1	TA-TLRAMP242	TRAILER, PATHFINDER, TANDEM AXLE, 2400 (OPEN MARKET ITEM)	N	4364.00	\$4,364.00
1	TA-SPARETIRE	TRAILER OPTION, SPARE TIRE W/ MOUNT (OPEN MARKET ITEM)	N	208.00	\$208.00
1	TRANSPORTFPU	TRANSPORTATION: FACTORY PICK UP (OPEN MARKET	N	300.00	\$300.00



Sales Order B100561-A

Date 05/09/18

MAVERICK BOAT GROUP, INC.
 3207 INDUSTRIAL 29TH STREET
 FORT PIERCE, FL 34946
 Telephone: 772/465-0631

Bill To:

Palmetto Police Department
 1115 10th Street West
 Palmetto, FL 34221

Ship To:

Palmetto Police Department
 1115 10th Street West
 Palmetto, FL 34221

THIS IS A BID/ESTIMATE

Customer	Ship Via	Sale Type	Terms	Hull ID	Salesperson	Reference No.
PPD01		FGSA	1% 10 DAYS, NET 30	MVIPM 18	SL	None

Qty	Item Number	Description	Tax	Unit Price	Amount
		ITEM)			
2	BATTAGM31	BATTERY, 31 SERIES, AGM (OPEN MARKET ITEM)	N	229.00	\$458.00
1	PY-151421SDSX	PROP YAM, 15-1/4 X 21 SWS XL w/ SDS (OPEN MARKET ITEM)	N	690.00	\$690.00
1.00	MISCPART	WET TEST (OPEN MARKET ITEM)	N	300.00	\$300.00
1.00	MISCPART	INDUSTRIAL FUNDING FEE	N	314.89	\$314.89
1	CREDIT	GSA DISCOUNT (\$46,722.00 - \$41,670.00)	N	-5052.00	(\$5,052.00)

3SA CONTRACT # GS07F5953P					
SF: \$58,096.89					
				Nontaxable Subtotal	\$58,096.89
				Taxable Subtotal	\$0.00
				Tax (6.000%)	\$0.00
				Total Order	\$58,096.89

RESOLUTION R-18-082

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECTS: MANATEE COUNTY PARKS AND NATURAL RESOURCES DEPARTMENT COUNTYWIDE GENERAL NAVIGATION IMPROVEMENT, MANATEE COUNTY SHERIFF 'S OFFICE MARINE PATROL, BRADENTON BEACH POLICE DEPARTMENT DERELICT VESSEL REMOVAL PROGRAM, AND AUTHORIZING THE SUBMISSION OF SAID APPLICATIONS.

WHEREAS, the West Coast Inland Navigation District, hereinafter referred to as "WCIND", is empowered and authorized by Section 374.976, Florida Statutes, and by Rule 66A-2, Florida Administrative Code, to undertake projects intended to alleviate problems associated with its waterways; and

WHEREAS, pursuant to Rule 66A-2.007 Florida Administration Code, the Manatee County Board of County Commissioners, hereinafter referred to as the "County" shall approve each WCIND project application by Resolution; and

WHEREAS, the projects enumerated herein meet the eligibility requirements for WCIND funding.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida, that:

1. The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: Manatee County Parks and Natural Resources Department Countywide General Navigation Improvement (\$400,000), Manatee County Sheriff's Office Marine Patrol (\$80,000), Bradenton Beach Police Department Derelict Vessel Removal Program (\$25,000), as described in each grant application; and
2. Authorizing the submission of these applications to WCIND for review and approval for Fiscal Year 2018-2019 funding.

ADOPTED with a quorum present and voting this the 22nd day of May, 2018.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: _____
Priscilla Trace, Chairperson

By: _____
Deputy Clerk

VERSION 2

46.

RESOLUTION R-18-082

Need to add * Palmetto Sheriff's Office Boat Removal

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECTS: MANATEE COUNTY PARKS AND NATURAL RESOURCES DEPARTMENT COUNTYWIDE GENERAL NAVIGATION IMPROVEMENT, MANATEE COUNTY SHERIFF 'S OFFICE MARINE PATROL, BRADENTON BEACH POLICE DEPARTMENT DERELICT VESSEL REMOVAL PROGRAM, AND AUTHORIZING THE SUBMISSION OF SAID APPLICATIONS.

WHEREAS, the West Coast Inland Navigation District, hereinafter referred to as "WCIND", is empowered and authorized by Section 374.976, Florida Statutes, and by Rule 66A-2, Florida Administrative Code, to undertake projects intended to alleviate problems associated with its waterways: and

WHEREAS, pursuant to Rule 66A-2.007 Florida Administration Code, the Manatee County Board of County Commissioners, hereinafter referred to as the "County," shall approve each WCIND project application by Resolution; and

WHEREAS, the projects enumerated herein meet the eligibility requirements for WCIND funding.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida, that:

1. The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: Manatee County Parks and Natural Resources Department Countywide General Navigation Improvement (\$400,000), Manatee County Sheriff's Office Marine Patrol (\$80,000), Bradenton Beach Police Department Derelict Vessel Removal Program (\$25,000); Palmetto Police Dept. Palmetto Derelict Boat Removal (\$15,000). Authorizing the submission of these applications to WCIND for review and approval for Fiscal Year 2018-2019 funding.

REVISED/REPLACED

ADOPTED with a quorum present and voting this the 22nd day of May, 2018.

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

ATTEST: Angelina M. Colonesso Clerk of the Circuit Court

By: Priscilla Trace

Priscilla Trace, Chairperson

By: Robin Roth, DC

Deputy Clerk

