

RESOLUTION R-26-061

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECT AND
AUTHORIZING THE SUBMISSION OF SAID APPLICATION.**

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 project enumerated herein meets the eligibility requirements for WCIND funding.

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

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: Town of Longboat Key Fire Boat (\$22,727.14) as described in the grant application. Authorizing submission of this application to WCIND for review and approval for Fiscal Year 2026-2027 CNIF Funding.

ADOPTED with a quorum present and voting this the 2nd day of June, 2026.

ATTEST: Angelina M. Colonnese
Clerk of the Circuit Court

By: *Robert T. Talt, DC*
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: *J. H.*
Chairman

**WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROJECT AGREEMENT**

Manatee County Contract No.: M-4250
WCIND Project No.: _____
WCIND Board Approval Date: 6/12/2026

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the "Agreement") made and entered into this 28th day of July, 2026, by and between the West Coast Inland Navigation District ("WCIND"), and Manatee COUNTY (the "County"), collectively the "Parties".

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **PROJECT.** This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the "Program"), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s): ☐ Public Navigation; ☐ Boater Recreation; ☒ Boating Safety and Education; ☐ Marine Law Enforcement; ☐ Environmental Education; ☐ Disaster Relief (hereinafter the "Project"), more specifically described as follows.

a. **Project Title.** Longboat Key Fire Department Boat-supplemental

b. **Project Scope.** Fire Boat S-511 is a marine public safety vessel being acquired by the Longboat Key Fire Department to support marine fire suppression, search and rescue, boating incidents, and emergency response throughout the waterways surrounding Longboat Key, Sarasota Bay, and the Gulf. The vessel will serve residents, visitors, and the boating public across both Manatee and Sarasota County waterways. The project was originally funded through the Sarasota County Waterway Development Program; however, final vendor pricing received after ordering the vessel resulted in a documented cost increase of \$45,454.28 above the original estimate.

The Town has executed the purchase order and committed to the additional cost to ensure the vessel could be constructed and delivered.

Because Longboat Key lies within both Manatee and Sarasota Counties and the vessel will operate throughout shared waterways, the Town is requesting Manatee County participation in 50% of the project overage. This request is consistent with WCIND Resolution 2023-04, which allows member counties to fund Waterway Development Program projects for jurisdictions that span multiple counties and operate marine public safety equipment across county boundaries.

1. **TIME; COMMENCEMENT; COMPLETION.** This Agreement shall become effective on June 12, 2026 and have a term of one year ("Project Period"). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.



a. **Time Extensions.** Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County's control which warrant the extension. Extension requests shall be submitted for the WCIND Board's consideration in accordance with Rule 66A-2.0072, F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Bringing the total maximum project period to a possible three years.

b. **Failure to Timely Perform.** Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement payments and denial of future Program funding requests until the Project is completed or closed to the satisfaction of WCIND. If the County fails to complete the Project within three years from the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County's unencumbered CNIF reserve balances.

2. **PROJECT FUNDING.** WCIND shall obligate and make available to the County an amount of \$ 22,727.14 for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable and necessary for the effective and efficient accomplishment of the Project.

a. **Matching Funds.** Where applicable, the County warrants and represents that it has the matching funds as identified in Exhibit "A" in the amount of \$ 22,727.14 available for the completion of the Project. Prior to the execution of this Agreement, the County shall, certify the availability and eligibility of such matching funds pursuant to Rule 66A-2.005, F.A.C., using Exhibit "B", Matching Funds Certification.

a. **Marine Law Enforcement Funds.** Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

b. **Pre-Agreement Costs.** Unless otherwise approved by the Board for a real property acquisition project under Rule 66A-2.0071, F.A.C., and delineated in Exhibit "D", Pre-Agreement Costs, WCIND shall not allow match credit for any County obligation or expenditure made prior to the execution of this Agreement.

4. **PROJECT MANAGEMENT; NOTICES.** The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:



WCIND Project Manager:

Charlie Hunsicker, Director
1112 Manatee Ave W
Bradenton, FL 34205
Phone: 941-748-4501 x 6001
Email: charlie.hunsicker@mymanatee.org

County Liaison Agent:

Ashley Schnitker, Grants Administrator
9000 Town Center Parkway
Lakewood Ranch, FL 34202
Phone: 941-414-2743
Email: ashley.schnitker@mymanatee.org

5. **STATUS REPORTS.** The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.

6. **PROJECT ACCESSIBILITY.** Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. **USER FEES.** The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.

8. **PROJECT CONDITIONS.** This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. **ADDITIONAL PROJECT CONDITIONS.** WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

- a. Exhibit "B", Matching Funds Certification Requirement, if any.
- b. Exhibit "C", Certification of Law Enforcement Funds, if any.
- c. Exhibit "D", Pre-Agreement Costs, if any.
- d. Exhibit "E", Residential User Fees, if any.
- e. Exhibit "F", Other Project Specific Terms and Conditions, if any.

10. **PROJECT RECORDS; INSPECTION.** The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project 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. WCIND reserves the right to inspect the Project sites, facilities and other waterway related assets, as well as the right to



inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. DEFAULT; REMEDIES.

a. **Notice; Opportunity to Cure.** If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds, through date of their return to WCIND 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 Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.

b. **Waiver.** WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. **ENTIRE AGREEMENT; MODIFICATIONS.** This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. **THIRD-PARTY OPERATORS.** The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.



14. **SURVIVAL OF CERTAIN TERMS.** Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.

15. **NO AGENCY RELATIONSHIP.** WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.

16. **INDEMNIFICATION; SOVEREIGN IMMUNITY.** 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 liability limitations set forth in Section 768.28, Fla. Stat.

17. **VENUE; GOVERNING LAW.** All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. **ATTORNEY'S FEES.** In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

20. **MUTUAL TERMINATION.** Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[End of provisions – Signature page follows]



ATTEST: [Print Name],
AGENCY CLERK

By: *Justin D. Moore*
[Print Name], Executive Director and
Agency Clerk

WEST COAST INLAND NAVIGATION
DISTRICT

By: *Paul Kirby*
WCIND Chair
Date: *6/12/26*

ATTEST:

By: *Robin Pith, Jr*
County Clerk

MANATEE County

By: *AK*
[Print Name & Title] *Chairman*

Date: *July 28, 2026 expected*
(Action Approved 6/2/26)

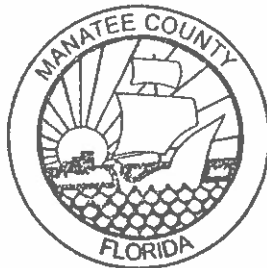


EXHIBIT "A"

FUNDING APPLICATION



EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

County: _____

PROJECT NO: _____

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

Date

County Liaison Agent

County Administrator or

Financial Officer



EXHIBIT "D"
PRE-AGREEMENT COSTS



EXHIBIT "E"
RESIDENTIAL USER FEES



EXHIBIT "F"
OTHER PROJECT SPECIFIC TERMS AND CONDITIONS



EXHIBIT "G"
PROJECT AGREEMENT AMENDMENT FORM

County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **AMENDMENT** to the above-described **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the "Amendment") is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District ("WCIND"), and _____ COUNTY (the "County"), collectively referred to as the "Parties."

RECITALS:

WHEREAS, on _____ the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement ("Agreement") with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County's requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.
2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:
 - a. **SECTION 1 - PROJECT.** The requested change to the Agreement's Project [select Category, Title and/or Scope] has been approved. The Agreement's [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit "A", Project Scope and Budget, containing the new Category, Title and/or Scope].
 - b. **SECTION 3 -PROJECT FUNDING.** The requested change in the amount of Project funding from \$ _____ to \$ _____ has been approved. The Agreement's Project funding amount is amended to now read \$ _____ and the new Exhibit "A", Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit "A".
4. **[Insert other Sections and detail amendments as necessary]**



5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit “A”, are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[End of provisions – Signature page follows]



[Signature block for amendments to Project Scope and other changes with no changes in Funding Amount]

**WEST COAST INLAND NAVIGATION
DISTRICT**

_____ **County**

By: _____
(Signature & Date)

By: _____
(Signature & Date)

(Print Name & Title)

Address:

Phone:

Fax:

Email:

(Print Name & Title)

Address:

Phone:

Fax:

Email:

[Signature block for amendments to Project Category and/or Funding Amount]

**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



RESOLUTION R-26-061

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECT AND
AUTHORIZING THE SUBMISSION OF SAID APPLICATION.**

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 project enumerated herein meets the eligibility requirements for WCIND funding.

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

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: Town of Longboat Key Fire Boat (\$22,727.14) as described in the grant application. Authorizing submission of this application to WCIND for review and approval for Fiscal Year 2026-2027 CNIF Funding.

ADOPTED with a quorum present and voting this the 2nd day of June, 2026.

ATTEST: Angelina M. Colonnese
Clerk of the Circuit Court

By: Ruth Tuth, DC
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: JH
Chairman

WEST COAST INLAND NAVIGATION DISTRICT FUNDING APPLICATION

PROJECT NUMBER: m-425c
(To be populated by WCIND)

FUNDING CYCLE: ON _____ OFF X

APPLICATION DATE: 3/9/2026

1. MEMBER COUNTY: Manatee County

2. PROJECT CATEGORY:

☐ Public Navigation ☐ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☒ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: Longboat Key Fire Department Boat- Supplemental

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: _____

See attached

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO ☐
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	Town of Longboat Key	TPO MANAGER:	Paul B. Dezzi
FEID:	59-6017152	PHONE:	941-316-1944
ADDRESS:	501 Bay Isles Road	CITY:	Longboat Key
STATE:	FL	ZIP:	34228

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO ☒
IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
None	

7. ESTIMATED PROJECT START DATE: 10/1/2025 COMPLETION DATE: 9/30/26

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: \$22,727.14 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$45,454.28 DOLLARS

12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Paul B. Dezzi

ADDRESS: 501 501 Bay Isles Rd. Longboat Key, FL 34228

TELEPHONE NO.: 941-316-1944

EMAIL.: pdezzi@longboatkey.org

13. SIGNATURE: DocuSigned by:
Paul Dezzi
A3FET1DE95C748A...

14. DATE: 3/10/2026



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses			
(specify)			
Contractual Services			
(specify)			
Materials			
(specify)			
Equipment			
(specify)			
Fire Rescue Boat	\$22,727.14	\$22,727.14	\$45,454.28
Salaries ²			
Other			
(specify)			
GRAND TOTAL	\$22,727.14	\$22,727.14	\$45,454.28

SOURCE(S) OF MATCHING FUNDS: Operating Fund (Town of Longboat Key)

Additional Information: See Attached

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.





Manatee County Government
1112 Manatee Ave W
Bradenton, FL 34205
Phone: (941) 749-3047
mymanatee.org

February 05, 2024

WCIND Cross Jurisdictional Funding

Dear Ms. Shaberts,

Manatee County understands that on June 9, 2023, the WCIND Board of Commissioners adopted Resolution No. 2023-04, authorizing member counties to allow the expenditure of certain WDP (Waterway Development Program) funds across jurisdictional boundaries in another member county. The uses are restricted to marine fire vessels as per Chapter 66A-2.0054, F.A.C. (Boating Safety and Education Projects), and marine law enforcement activities as per Chapter 66A-2.0055, F.A.C. (Marine Law Enforcement Projects).

Due to the adoption of Resolution No. 2023-04 by WCIND, Manatee County will be authorizing cross jurisdictional use of our WCIND grant funds for Marine Law Enforcement, Fire Suppression on Water, and Boating Safety and Education Projects, benefiting both Manatee County and the Town of Longboat Key.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie Bishop", with a long, sweeping horizontal stroke extending to the right.

Charlie Bishop, Manatee County Administrator

Cc: Justin McBride, Executive Director WCIND

JAMES
SATCHEL
District 1

AMANDA
BALLARD
District 2

KEVIN
VAN OSTENBRIDGE
District 3

MIKE
RAHN
District 4

RAY
TURNER
District 5

VANESSA
BAUGH
District 5

JASON
BEARDEN
At Large

Project Description and Public Benefit to Result

Fire Boat S-511 is a marine public safety vessel being acquired by the Longboat Key Fire Department to support marine fire suppression, search and rescue, boating incidents, and emergency response throughout the waterways surrounding Longboat Key, Sarasota Bay, and the Gulf. The vessel will serve residents, visitors, and the boating public across both Manatee and Sarasota County waterways.

The project was originally funded through the Sarasota County Waterway Development Program; however, final vendor pricing received after ordering the vessel resulted in a documented cost increase of \$45,454.28 above the original estimate. The Town has executed the purchase order and committed to the additional cost to ensure the vessel could be constructed and delivered.

Because Longboat Key lies within both Manatee and Sarasota Counties and the vessel will operate throughout shared waterways, the Town is requesting Manatee County participation in 50% of the project overage. This request is consistent with WCIND Resolution 2023-04, which allows member counties to fund Waterway Development Program projects for jurisdictions that span multiple counties and operate marine public safety equipment across county boundaries.

WEST COAST INLAND NAVIGATION DISTRICT FUNDING APPLICATION

PROJECT NUMBER:

M-425C
(To be populated by WCIND)

FUNDING CYCLE:

ON _____ OFF X

APPLICATION DATE:

3/9/2026

1. MEMBER COUNTY: Manatee County

2. PROJECT CATEGORY:

☐ Public Navigation ☐ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☒ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: Longboat Key Fire Department Boat- Supplemental

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: _____

See attached

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO ☐
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	Town of Longboat Key	TPO MANAGER:	Paul B. Dezzi
FEID:	59-6017152	PHONE:	941-316-1944
ADDRESS:	501 Bay Isles Road	CITY:	Longboat Key
STATE:	FL	ZIP:	34228

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO ☒
IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
None	

7. ESTIMATED PROJECT START DATE: 10/1/2025 COMPLETION DATE: 9/30/26

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: \$22,727.14 DOLLARS

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12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Paul B. Dezzi

ADDRESS: 501 501 Bay Isles Rd. Longboat Key, FL 34228

TELEPHONE NO.: 941-316-1944

EMAIL.: pdezzi@longboatkey.org

13. SIGNATURE:  A3FE11DE85C148A

14. DATE: 3/10/2026



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
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(specify)			
Contractual Services			
(specify)			
Materials			
(specify)			
Equipment			
(specify)			
Fire Rescue Boat	\$22,727.14	\$22,727.14	\$45,454.28
Salaries ²			
Other			
(specify)			
GRAND TOTAL	\$22,727.14	\$22,727.14	\$45,454.28

SOURCE(S) OF MATCHING FUNDS: Operating Fund (Town of Longboat Key)

Additional Information: See Attached

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February 05, 2024

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Dear Ms. Shaberts,

Manatee County understands that on June 9, 2023, the WCIND Board of Commissioners adopted Resolution No. 2023-04, authorizing member counties to allow the expenditure of certain WDP (Waterway Development Program) funds across jurisdictional boundaries in another member county. The uses are restricted to marine fire vessels as per Chapter 66A-2.0054, F.A.C. (Boating Safety and Education Projects), and marine law enforcement activities as per Chapter 66A-2.0055, F.A.C. (Marine Law Enforcement Projects).

Due to the adoption of Resolution No. 2023-04 by WCIND, Manatee County will be authorizing cross jurisdictional use of our WCIND grant funds for Marine Law Enforcement, Fire Suppression on Water, and Boating Safety and Education Projects, benefiting both Manatee County and the Town of Longboat Key.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charlie Bishop", with a long, sweeping horizontal stroke extending to the right.

Charlie Bishop, Manatee County Administrator

Cc: Justin McBride, Executive Director WCIND

JAMES
SATCHER
District 1

AMANDA
BALLARD
District 2

KEVIN
VAN OSTENBRIDGE
District 3

MIKE
RAHN
District 4

RAY
TURNER
District 5

VANESSA
BAUGH
District 5

JASON
BEARDEN
At Large

Project Description and Public Benefit to Result

Fire Boat S-511 is a marine public safety vessel being acquired by the Longboat Key Fire Department to support marine fire suppression, search and rescue, boating incidents, and emergency response throughout the waterways surrounding Longboat Key, Sarasota Bay, and the Gulf. The vessel will serve residents, visitors, and the boating public across both Manatee and Sarasota County waterways.

The project was originally funded through the Sarasota County Waterway Development Program; however, final vendor pricing received after ordering the vessel resulted in a documented cost increase of \$45,454.28 above the original estimate. The Town has executed the purchase order and committed to the additional cost to ensure the vessel could be constructed and delivered.

Because Longboat Key lies within both Manatee and Sarasota Counties and the vessel will operate throughout shared waterways, the Town is requesting Manatee County participation in 50% of the project overage. This request is consistent with WCIND Resolution 2023-04, which allows member counties to fund Waterway Development Program projects for jurisdictions that span multiple counties and operate marine public safety equipment across county boundaries.

RESOLUTION R-26-062

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECT AND
AUTHORIZING THE SUBMISSION OF SAID APPLICATION.**

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 project enumerated herein meets the eligibility requirements for WCIND funding.

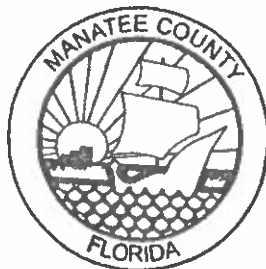
NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida, that:

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: Town of Longboat Key Channel Markers (\$10,000.00) as described in the grant application. Authorizing submission of this application to WCIND for review and approval for Fiscal Year 2026-2027 CNIF Funding.

ADOPTED with a quorum present and voting this the 2nd day of June, 2026.

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: *Robin Pith, DC*
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: *[Signature]*
Chairman

RESOLUTION R-26-063

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECT AND
AUTHORIZING THE SUBMISSION OF SAID APPLICATION.**

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 project enumerated herein meets the eligibility requirements for WCIND funding.

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

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: Town of Longboat Key Police T-Top Replacement (\$15,000.00) as described in the grant application. Authorizing submission of this application to WCIND for review and approval for Fiscal Year 2026-2027 CNIF Funding.

ADOPTED with a quorum present and voting this the 2nd day of June, 2025.

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: 
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: 
Chairman

RESOLUTION R-26-064

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECT AND
AUTHORIZING THE SUBMISSION OF SAID APPLICATION.**

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

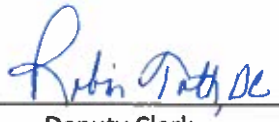
WHEREAS, the project enumerated herein meets the eligibility requirements for WCIND funding.

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

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: Bradenton Beach Derelict Vessel Removal (\$25,000.00) as described in the grant application. Authorizing submission of this application to WCIND for review and approval for Fiscal Year 2026-2027 CNIF Funding.

ADOPTED with a quorum present and voting this the 2nd day of June, 2026.

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: 
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: 
Chairman

RESOLUTION R-26-065

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECT AND
AUTHORIZING THE SUBMISSION OF SAID APPLICATION.**

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 project enumerated herein meets the eligibility requirements for WCIND funding.

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

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: Holmes Beach Marine Law Enforcement (\$250,432.00) as described in the grant application. Authorizing submission of this application to WCIND for review and approval for Fiscal Year 2026-2027 CNIF Funding.

ADOPTED with a quorum present and voting this the 2nd day of June, 2026.

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: 
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: 
Chairman

RESOLUTION R-26-066

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECT AND
AUTHORIZING THE SUBMISSION OF SAID APPLICATION.**

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 project enumerated herein meets the eligibility requirements for WCIND funding.

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

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: Bradenton Police Department Boat Operations (\$41,600.00) as described in the grant application. Authorizing submission of this application to WCIND for review and approval for Fiscal Year 2026-2027 CNIF Funding.

ADOPTED with a quorum present and voting this the 2nd day of June, 2026.

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: 
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: 
Chairman

RESOLUTION R-26-067

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECT AND
AUTHORIZING THE SUBMISSION OF SAID APPLICATION.**

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 project enumerated herein meets the eligibility requirements for WCIND funding.

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

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: City of Palmetto Boat Ramp (\$20,000.00) as described in the grant application. Authorizing submission of this application to WCIND for review and approval for Fiscal Year 2026-2027 CNIF Funding.

ADOPTED with a quorum present and voting this the 2nd day of June, 2026.

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: 
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: 
Chairman

RESOLUTION R-26-068

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECT AND
AUTHORIZING THE SUBMISSION OF SAID APPLICATION.**

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

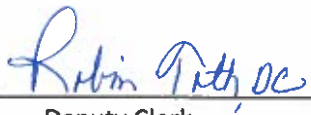
WHEREAS, the project enumerated herein meets the eligibility requirements for WCIND funding.

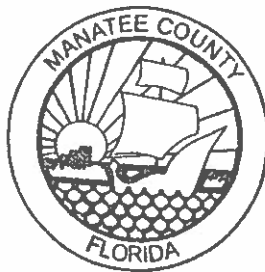
NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida, that:

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: City of Palmetto Derelict Boat Removal (\$10,000.00) as described in the grant application. Authorizing submission of this application to WCIND for review and approval for Fiscal Year 2026-2027 CNIF Funding.

ADOPTED with a quorum present and voting this the 2nd day of June, 2026.

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: 
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: 
Chairman

RESOLUTION R-26-069

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECT AND
AUTHORIZING THE SUBMISSION OF SAID APPLICATION.**

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 project enumerated herein meets the eligibility requirements for WCIND funding.

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

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: Manatee Sail and Power Squadron Boating Education (\$900.00) as described in the grant application. Authorizing submission of this application to WCIND for review and approval for Fiscal Year 2026-2027 CNIF Funding.

ADOPTED with a quorum present and voting this the 2nd day of June, 2026.

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: 
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: 
Chairman

RESOLUTION R-26-070

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
APPROVING THE FOLLOWING WEST COAST INLAND NAVIGATION DISTRICT PROJECT AND
AUTHORIZING THE SUBMISSION OF SAID APPLICATION.**

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 project enumerated herein meets the eligibility requirements for WCIND funding.

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

The County hereby approves West Coast Inland Navigation District funding for the following Manatee County Projects: USCG Auxiliary District 7 Flotilla Boater Education and Community Outreach (\$1,257.00) as described in the grant application. Authorizing submission of this application to WCIND for review and approval for Fiscal Year 2026-2027 CNIF Funding.

ADOPTED with a quorum present and voting this the 2nd day of June, 2026.

ATTEST: Angelina M. Colonesso
Clerk of the Circuit Court

By: 
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: 
Chairman



June 2, 2026 - Regular Meeting

Subject

Adoption of Resolutions R-26-061, R-26-062, R-26-063, R-26-064, R-26-065, R-26-066, R-26-067, R-26-068, R-26-069, R-26-070, approving and authorizing submission of FY 2026-2027 West Coast Inland Navigation District (WCIND) Grant Applications; and Execution of Agreements and Extensions upon approval of applications

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Charlie Hunsicker, Director, Natural Resources, ext. 6001

Action Requested

1. Adoption of Resolutions R-26-061, R-26-062, R-26-063, R-26-064, R-26-065, R-26-066, R-26-067, R-26-068, R-26-069, R-26-070, approving FY 2026-2027 WCIND grant applications and authorizing the submission of said applications.
2. Authorization for the Chairman of the Board of County Commissioners to sign any and all agreements with WCIND upon approval of said applications.
3. Authorization for the County Administrator or designee to sign extensions and subrecipient agreements with those agencies that are not County departments.

Enabling/Regulating Authority

Chapter 374 Florida Statutes, West Coast Inland Navigation District
Rule 66A-2 Florida Administrative Code

Applicable Advisory Board

N/A

Background Discussion

Manatee County is authorized to approve and administer waterway projects. WCIND project categories include Marine Law Enforcement, Public Navigation, Environmental Education, Boating Safety and Education, Boater Recreation, and Disaster Relief.

Manatee County CNIF balance is currently \$9,135,643.06. These funds are designated portion of the WCIND reserves, and are currently not held by Manatee County, which are allocated to be used by the respective Counties for navigation improvements. The Board can request these funds throughout the year as needed.

The following projects are recommended for funding:

****Updated cover sheet received after the publishing of the last Agenda, per comments by the County Administrator.**

1. R-26-061 – Town of Longboat Key Fire Boat – Boating Safety & Education (\$22,727.14)
2. R-26-062 – Town of Longboat Key Channel Markers – Public Navigation (\$10,000)
3. R-26-063 – Town of Longboat Key Police T-Top Replacement – Marine Law Enforcement (\$15,000)
4. R-26-064 – Bradenton Beach Derelict Vessel Removal – Public Navigation (\$25,000)
5. R-26-065 – Holmes Beach Marine Law Enforcement – Marine Law Enforcement (\$250,432)
6. R-26-066 – Bradenton Police Department Boat Operations – Marine Law Enforcement (\$41,600)
7. R-26-067 – City of Palmetto Boat Ramp – Boater Recreation (\$20,000)
8. R-26-068 – City of Palmetto Derelict Boat Removal – Public Navigation (\$10,000)
9. R-26-09 – Manatee Sail and Power Squadron Boating Education – Boating Safety & Education (\$900)
10. R-26-070 – USCG Auxiliary District 7 Flotilla Boater Education and Community Outreach – Boating Safety & Education (\$1,257)

The total request for these WCIND grants totals \$396,916.14. Once the Grants are approved and received, they will be appropriated within the corresponding grant fund to allow funds to be used for projects. A budget amendment will follow upon receipt to allocate funding.

Natural Resources is requesting that the Board adopt Resolutions R-26-061, R-26-062, R-26-063, R-26-064, R-26-065, R-26-066, R-26-067, R-26-068, R-26-069, R-26-070, approving the applications and authorizing staff to transmit to WCIND. Upon receipt, WCIND will review and approve them during their September 2026 meeting and formal agreements will be executed. At this same meeting, WCIND will 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 those grantees not associated with any County function.

Natural Resources staff is also requesting:

1. The Board of County Commissioners Chairman be authorized to sign all grant agreements between WCIND and Manatee County for those approved applications, and
2. The County Administrator or designee be authorized to execute all sub-recipient agreements and extension amendments between Manatee County and those approved agencies.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Please provide copies of executed Resolutions to lauren.franklin@mymanatee.org and Michael.solum@mymanatee.org for transmittal to WCIND. **Distributed 6/3/26, RT**

Cost and Funds Source Account Number and Name

Fund 117 – **WCIND Grant Funding**

Amount and Frequency of Recurring Costs

\$396,916.14 – Grant Funded.

From: [Katarzyna Witkowska](#)
To: [Robin Toth](#)
Cc: [Vicki Tessmer](#)
Subject: RE: BCC Mtg 6/2/26: Item 12, Resolutions R26-061, R26-062, R26-063, R26-064, R26-065, R26-066, R26-067, R26-068. R26-269 & R26-070, WCIND Grant Applications
Date: Thursday, June 4, 2026 3:24:00 PM
Attachments: [image001.png](#)
[image002.png](#)

[NOTICE: This message originated outside of Manatee County Clerk's Office -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

And just to clarify, the agreements do not need to be signed at this time. Once they have been executed by WCIND, they will be returned to us, and at that point they will need to be signed by the appropriate County officials.

Thank you.

Katarzyna Witkowska | Sr. Administrative Specialist
Manatee County Government
Natural Resources
1112 Manatee Ave W, Suite 803
Bradenton, FL 34205
Office - (941) 748-4501, ext. 6043
Cell - (941) 290-8035
mymanatee.org

Under [Public Records Act](#), email communications sent to and from this address may be subject to public disclosure. Please be advised that any correspondence may be retained as a public record and could be disclosed upon request.



From: Katarzyna Witkowska <katarzyna.witkowska@mymanatee.org>
Sent: Thursday, June 4, 2026 3:18 PM
To: Robin Toth <robin.toth@manateeclerk.com>
Cc: Vicki Tessmer <vicki.tessmer@manateeclerk.com>
Subject: RE: BCC Mtg 6/2/26: Item 12, Resolutions R26-061, R26-062, R26-063, R26-064, R26-065, R26-066, R26-067, R26-068. R26-269 & R26-070, WCIND Grant Applications

Thank you, Robin!

My apologies - I've never worked with grants before. I was simply asked to send these to you for signature, but you were absolutely right. I made a few phone calls and now have a better understanding of the process.

The next step is for us to send the agreements to WCIND. They will present them at their next board meeting for signature. Once the fully executed agreements are returned, they will then need to be signed by the Chair and attested by the Clerk.

Thank you for working through this with me. I appreciate your help!

Kind regards,
Katarzyna Witkowska | Sr. Administrative Specialist
Manatee County Government
Natural Resources
1112 Manatee Ave W, Suite 803

Bradenton, FL 34205
Office - (941) 748-4501, ext. 6043
Cell - (941) 290-8035
mymanatee.org

Under [Public Records Act](#), email communications sent to and from this address may be subject to public disclosure. Please be advised that any correspondence may be retained as a public record and could be disclosed upon request.



From: Robin Toth <robin.toth@manateeclerk.com>
Sent: Thursday, June 4, 2026 2:49 PM
To: Katarzyna Witkowska <katarzyna.witkowska@mymanatee.org>
Cc: Vicki Tessmer <vicki.tessmer@ManateeClerk.com>
Subject: RE: BCC Mtg 6/2/26: Item 12, Resolutions R26-061, R26-062, R26-063, R26-064, R26-065, R26-066, R26-067, R26-068. R26-269 & R26-070, WCIND Grant Applications

CAUTION: This email originated from an external source.
Be suspicious of Attachments, Links and Request for Login Information and utilize the REPORT MESSAGE Button in Outlook if you feel this is a Phishing email.

Hello Katarzyna,

We just spoke by telephone regarding Item 12 documents. The ten (10) adopted/executed Resolutions approve the WCIND Projects and authorizes the submission of said project applications to WCIND for review and approval for FY26/27 funding.

Just so that we do not jump the gun on the actual agreements at this time, please check with Charlie Hunsicker if the agreements are also to be executed with this agenda item, and we will be happy to get the agreements executed by the BCC Chairman.

I will wait for your response.

Thank you,

Robin Toth
Deputy Clerk, Board Records Department



For Angelina "Angel" Colonnese
Manatee Clerk of the Circuit Court & Comptroller
(941) 749-1800 Ext. 4179
1115 Manatee Ave W, Bradenton, FL 34205
www.ManateeClerk.com

To Protect the Public Trust through Integrity and Transparency

From: Katarzyna Witkowska <katarzyna.witkowska@mymanatee.org>
Sent: Thursday, June 4, 2026 2:24 PM
To: Robin Toth <robin.toth@manateeclerk.com>
Cc: Vicki Tessmer <vicki.tessmer@manateeclerk.com>
Subject: FW: BCC Mtg 6/2/26: Item 12, Resolutions R26-061, R26-062, R26-063, R26-064, R26-065, R26-066, R26-067,

R26-068. R26-269 & R26-070, WCIND Grant Applications

[NOTICE: This message originated outside of Manatee County Clerk's Office -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Good afternoon,

Thank you for signing the resolutions. We will still need the agreements to be signed by the County Clerk and the Chairman.

Could you please assist with obtaining those signatures? If it would be helpful, I can print everything out, mark where signatures are required, and either bring it to you or send it through interoffice mail.

Kind regards,

Katarzyna Witkowska | Sr. Administrative Specialist

Manatee County Government

Natural Resources

1112 Manatee Ave W, Suite 803

Bradenton, FL 34205

Office - (941) 748-4501, ext. 6043

Cell - (941) 290-8035

mymanatee.org

Under [Public Records Act](#), email communications sent to and from this address may be subject to public disclosure. Please be advised that any correspondence may be retained as a public record and could be disclosed upon request.



From: Robin Toth <robin.toth@ManateeClerk.com>

Sent: Wednesday, June 3, 2026 2:17 PM

To: Lauren Franklin <lauren.franklin@mymanatee.org>; Michael Solum <michael.solum@mymanatee.org>

Cc: Lori Stephens <lori.stephens@ManateeClerk.com>; Patricia Nolan <Patricia.nolan@mymanatee.org>; Sabrina Oien <Sabrina.oien@mymanatee.org>

Subject: BCC Mtg 6/2/26: Item 12, Resolutions R26-061, R26-062, R26-063, R26-064, R26-065, R26-066, R26-067, R26-068. R26-269 & R26-070, WCIND Grant Applications

CAUTION:This email originated from an external source.

Be suspicious of Attachments, Links and Request for Login Information and utilize the REPORT MESSAGE Button in Outlook if you feel this is a Phishing email.

Good Afternoon,

Attached is Agenda Item 12, stamped Approved in Open Session by the County Commission on 6/2/26.

Thank you,

Robin Toth

Deputy Clerk, Board Records Department

For Angelina "Angel" Colonnese
Manatee Clerk of the Circuit Court & Comptroller



(941) 749-1800 Ext. 4179
1115 Manatee Ave W, Bradenton, FL 34205
www.ManateeClerk.com

To Protect the Public Trust through Integrity and Transparency

Under Florida law, e-mail addresses and all correspondence sent to this email address are public records and may be subject to disclosure. If you do not want your e-mail address or correspondence released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



June 2, 2026 - Regular Meeting

Subject

Adoption of Resolutions R-26-061, R-26-062, R-26-063, R-26-064, R-26-065, R-26-066, R-26-067, R-26-068, R-26-069, R-26-070, approving and authorizing submission of FY 2026-2027 West Coast Inland Navigation District (WCIND) Grant Applications; and Execution of Agreements and Extensions upon approval of applications

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Charlie Hunsicker, Director, Natural Resources, ext. 0001

Action Requested

1. Adoption of Resolutions R-26-061, R-26-062, R-26-063, R-26-064, R-26-065, R-26-066, R-26-067, R-26-068, R-26-069, R-26-070 approving FY 2026-2027 WCIND grant applications and authorizing the submission of said applications.
2. Authorization for the Chairman of the Board of County Commissioners to sign any and all agreements with WCIND upon approval of said applications.
3. Authorization for the County Administrator or designee to sign extensions and subrecipient agreements with those agencies that are not County departments.

Enabling/Regulating Authority

Chapter 374 Florida Statutes, West Coast Inland Navigation District
Rule 66A-2 Florida Administrative Code

Applicable Advisory Board

N/A

Background Discussion

Manatee County is authorized to approve and administer waterway projects. WCIND project categories include Marine Law Enforcement, Public Navigation, Environmental Education, Boating Safety and Education, Boater Recreation, and Disaster Relief. The total request for WCIND funds is \$396,916.14. Manatee County CNIF balance is currently \$9,135,643.06.

The following projects are recommended for funding:

***See attached email dated 6/4/26, from Natural Resources regarding execution of the Agreements at this time.**

1. R-26-061 – Town of Longboat Key Fire Boat – Boating Safety & Education (\$22,727.14)
2. R-26-062 – Town of Longboat Key Channel Markers – Public Navigation (\$10,000)
3. R-26-063 – Town of Longboat Key Police T-Top Replacement – Marine Law Enforcement (\$15,000)
4. R-26-064 – Bradenton Beach Derelict Vessel Removal – Public Navigation (\$25,000)
5. R-26-065 – Holmes Beach Marine Law Enforcement – Marine Law Enforcement (\$250,432)
6. R-26-066 – Bradenton Police Department Boat Operations – Marine Law Enforcement (\$41,600)
7. R-26-067 – City of Palmetto Boat Ramp – Boater Recreation (\$20,000)
8. R-26-068 – City of Palmetto Derelict Boat Removal – Public Navigation (\$10,000)
9. R-26-09 – Manatee Sail and Power Squadron Boating Education – Boating Safety & Education (\$900)
10. R-26-070 – USCG Auxiliary District 7 Flotilla Boater Education and Community Outreach – Boating Safety & Education (\$1,257)

Natural Resources is requesting that the Board adopt Resolutions R-26-061, R-26-062, R-26-063, R-26-064, R-26-065, R-26-066, R-26-067, R-26-068, R-26-069, R-26-070, approving the applications and authorizing staff to transmit to WCIND. Upon receipt, WCIND will review and approve them during their September 2026 meeting and formal agreements will be executed. At this same meeting, WCIND will 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 those grantees not associated with any County function.

Natural Resources staff is also requesting

1. The Board of County Commissioners Chairman be authorized to sign all grant agreements between WCIND and Manatee County for those approved applications, and
2. The County Administrator or designee be authorized to execute all sub-recipient agreements and extension amendments between Manatee County and those approved agencies.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Please provide copies of executed Resolutions to lauren.franklin@mymanatee.org and Michael.solum@mymanatee.org for transmittal to WCIND.

Cost and Funds Source Account Number and Name

Fund 117 West Coast Inland Navigational District (WCIND).

Amount and Frequency of Recurring Costs

\$396,916.14, one time.

WEST COAST INLAND NAVIGATION DISTRICT FUNDING APPLICATION

PROJECT NUMBER: _____
(To be populated by WCIND)

FUNDING CYCLE: ON X OFF _____

APPLICATION DATE: 3/24/2026

1. MEMBER COUNTY: Manatee County

2. PROJECT CATEGORY:

- ☐ Public Navigation
 ☐ Marine Law Enforcement
 ☐ Environmental Education
☐ Boater Recreation
 ☒ Boating Safety & Education
 ☐ Disaster Relief

3. PROJECT TITLE: Longboat Key Fire Rescue Hitch and Light Kit

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: _____

~~This project will provide essential equipment upgrades to support the Town's marine response capabilities following WCIND's investment in a new fire boat. The requested hitch and lighting package will properly equip LBKFR's Marine Operations tow vehicle, allowing for safe and efficient launching and recovery of both the existing and newly acquired fire boat. Currently, reliance on a Public Works vehicle creates operational conflicts and delays. This project will improve response readiness, enhance safety, and ensure reliable emergency service delivery on the waterways surrounding Longboat Key.~~

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☒ NO ☐
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	Town of Longboat Key	TPO MANAGER:	Howard Tipton
FEID:	59-6017152	PHONE:	941-316-1944
ADDRESS:	501 Bay Isles Road	CITY:	Longboat Key
STATE:	FL	ZIP:	34228

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO ☒

IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:

7. ESTIMATED PROJECT START DATE: 10/1/2026 COMPLETION DATE: 9/30/2027

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: \$634.00 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$1,268.00 DOLLARS

12. APPLICANT IDENTIFICATION:

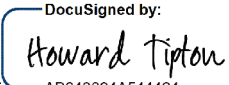
LIAISON AGENT: Kalee Zavela, Grants Coordinator

ADDRESS: 501 Bay Isles Road

Longboat Key, FL 34228

TELEPHONE NO.: 941-316-1999 Ext. 1418

EMAIL.: kzavela@longboatkey.org

13. SIGNATURE:  _____
AB643094A544424...

14. DATE: 3/24/2026



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses			
(specify)			
Contractual Services			
(specify)			
Materials			
(specify)			
Equipment			
(specify)			
Hitch	245.00	245.00	490.00
Light Kit	389.00	389.00	778.00
Salaries ²			
Other			
(specify)			
GRAND TOTAL	\$ 634.00	\$ 634.00	\$ 1268.00

SOURCE(S) OF MATCHING FUNDS: Operating Fund

Additional Information: _____

Per Resolution 2023-24, the Town of LBK requests to expend all WCIND funds throughout the Town's entire jurisdiction which spans across Manatee and Sarasota County. This will significantly improve our ability to provide the highest level of service to our residents.

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



1.

<https://www.bulletproofhitches.com/collections/3-0-hitches/products/3-0-extreme-duty-6-drop-rise>

3.0" Extreme Duty 6" Drop/Rise Hitch

SKU: ED306

Class 5 Hitch with a 36,000 lb Max Towing Capacity & 6,000 lb Tongue Weight Capacity.

4 Ride Heights that are Easily Adjustable.

The 3.0" Extreme Duty 6" Drop/Rise Hitch Weighs 58 Pounds.

PRICE: **\$489.00**

2.

[MEGA-DUTY 32K Drop Hitch \(2.5" or 3" Shank\) – GEN-Y HITCH](#)

The MEGA-DUTY 32K Drop Hitch (2 ½" or 3" Shank)

SKU: GH-1723

Towing Capacity 32K lbs

Receiver Size 3" Receiver

6" Drop

(3 Adjustable Positions)

PRICE: **\$539.95**

3.

https://shockerhitch.com/product/hd-air-receiver-hitch-build-your-own/?attribute_pa_hitch-size=fits-2-hitch&attribute_pa_ball-mount-options=black-combo-22-5-16-balls&gad_source=4&gad_campaignid=20261405433&gclid=Cj0KCQjw9-PNBhDfARIsABHN6-2xWsnQmAt9gXUSYceMAn-a5_jiqYVvn9QEoQ6o-A4aJK4znq6-VEkaApeeEALw_wcB

Shocker 20K HD Air Hitch - Fits 2" Hitch, Black Combo 2" & 2-5/16" Balls

Part #: SH-HD620-300BLK-BYO

PRICE: **\$740.99**

Back-up LED Lights for F350

1.

<https://www.f150leds.com/collections/2023-f250-super-duty/products/2023-f250-super-duty-spartan-series-cree-led-reverse-bar-kit>

(2) 2023 - 2026 F250 Super Duty MKII Spartan Series Cree LED Reverse Bar Kit

PRICE: **\$778**

2.

https://realtruck.com/p/zroadz-led-bumper-mounts/tex-z385471-kit/?gad_source=4&gad_campaignid=17494273084&gclid=Cj0KCQjw9-PNBhDfARIsABHN6-1WLQNXQK8jor30f1RjoO5PJUdppSenv0ubVFFvpzyqsNdR6kM7UaAigyEALw_wcB

(2) ZROADZ LED Bumper Mounts

Part #: Z385471-KIT

PRICE: **\$849**

3.

https://www.americantrucks.com/f350-hitch-bar-reverse-7-inch-led-flood-lighting-heavy-duty-bolt-on-black-out-kit-fhdhb17up.html?utm_content=AT%20Lights%20-%20Other%7CStore%20Brand&T5_Var4=SSD24938&clicktype=product&srsId=AfmBOooaAbHvUgWoU7darYmWd_w-XvQoNy-b5TiSohkl_znTJSVU09nVcrg

Hitch Bar Reverse 7-Inch LED Flood Lighting Heavy Duty Bolt-On Blacked Out Kit

(17-26 F-350 Super Duty)

PRICE: **\$884.99 kit**



Manatee County Government
1112 Manatee Ave W
Bradenton, FL 34205
Phone: (941) 749-3047
mymanatee.org

February 05, 2024

WCIND Cross Jurisdictional Funding

Dear Ms. Shaberts,

Manatee County understands that on June 9, 2023, the WCIND Board of Commissioners adopted Resolution No. 2023-04, authorizing member counties to allow the expenditure of certain WDP (Waterway Development Program) funds across jurisdictional boundaries in another member county. The uses are restricted to marine fire vessels as per Chapter 66A-2.0054, F.A.C. (Boating Safety and Education Projects), and marine law enforcement activities as per Chapter 66A-2.0055, F.A.C. (Marine Law Enforcement Projects).

Due to the adoption of Resolution No. 2023-04 by WCIND, Manatee County will be authorizing cross jurisdictional use of our WCIND grant funds for Marine Law Enforcement, Fire Suppression on Water, and Boating Safety and Education Projects, benefiting both Manatee County and the Town of Longboat Key.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charlie Bishop", is written over a light blue rectangular background.

Charlie Bishop, Manatee County Administrator

Cc: Justin McBride, Executive Director WCIND

**JAMES
SATCER**
District 1

**AMANDA
BALLARD**
District 2

**KEVIN
VAN OSTENBRIDGE**
District 3

**MIKE
RAHN**
District 4

**RAY
TURNER**
District 5

**VANESSA
BAUGH**
District 5

**JASON
BEARDEN**
At Large



**WEST COAST INLAND NAVIGATION DISTRICT
RESOLUTION NO. 2023-04**

WHEREAS, the Board of Commissioners (hereinafter the "Board") is the agency head of the West Coast Inland Navigation District (WCIND); and

WHEREAS, the WCIND contains multiple entities that are eligible for Waterway Development Program funding whose jurisdiction falls across two WCIND Counties; and

WHEREAS, the award of funding to such entities has led to issues with how the use of such funds should be limited and reported; and

WHEREAS, there is no legal prohibition on Waterway Development Program funds from one member County being used in such a way to tangentially benefit another County, as long as both Counties are within the boundaries of the WCIND; and

WHEREAS, the Board desires to formalize a policy that would allow member Counties the discretion to fund projects for qualified entities whose jurisdiction spans multiple member Counties where the funded equipment may be operated outside of the funding County's jurisdictional boundary.

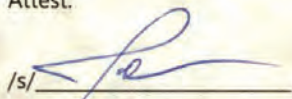
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the West Coast Inland Navigation District that:

1. Member Counties may accept Waterway Development Program (WDP) applications from qualified entities whose jurisdiction spans multiple member County jurisdictional boundaries.
2. Member Counties may fund WDP applications from qualified entities whose jurisdiction spans multiple member County jurisdictional boundaries.
3. Qualified entities may not use WDP funding from one-member County as match funding in another member County WDP application.
4. Member Counties are not required or otherwise mandated to make any portion of their allotted annual WDP funds available to qualified entities whose jurisdiction spans multiple member County jurisdictional boundaries, regardless of the position or funding choices of other member Counties.
5. Member Counties that fund WDP projects for qualified entities whose jurisdiction spans multiple member County jurisdictional boundaries for Marine Law Enforcement and Boater Safety projects (specifically marine law enforcement and fire vessels) may allow the qualified entity to operate equipment purchased under the WDP outside of the funding County's jurisdictional boundary without penalty as a recognition of the need for consistent response to public safety health and welfare within the WCIND.
6. This Resolution shall become effective immediately upon its approval and adoption.

PASSED at a regular meeting of the Board of Commissioners of the West Coast Inland Navigation District this 9th day of June 2023, and certified as to its passage by


/s/ _____
Kevin Ruane, Chair

Attest:


/s/ _____
Justin McBride, Executive Director

WEST COAST INLAND NAVIGATION DISTRICT FUNDING APPLICATION

PROJECT NUMBER: _____

(To be populated by WCIND)

FUNDING CYCLE: ON X OFF _____

APPLICATION DATE: 3/16/2026

1. MEMBER COUNTY: Manatee County

2. PROJECT CATEGORY:

- ☒ Public Navigation ☐ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: Longboat Key Navigational Improvement

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: Longboat Key wishes to address the need for improved boating safety for its visitors and residents. The Channel Markers are in need of constant maintenance and repairs. The project is anticipated to ensure continued boating safety, aligning with the grants overarching goals.

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO ☒
 IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	Town of Longboat Key	TPO MANAGER:	Howard Tipton
FEID:	59-6017152	PHONE:	941-316-1999
ADDRESS:	600 General Harris Street	CITY:	Longboat Key
STATE:	FL	ZIP:	34228

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO ☒
IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
N/A	

7. ESTIMATED PROJECT START DATE: 10/1/2026 COMPLETION DATE: 9/30/2027

8. REQUIRED ATTACHMENTS:

- A. VICINIFY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: \$10,000.00 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$10,000 DOLLARS

12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Howard Tipton, Town Manager/ Kalee Zavela, Grants Coordinator

ADDRESS: 501 501 Bay Isles Rd. Longboat Key, FL 34228

TELEPHONE NO.: 941-316-1999

EMAIL.: htipton@longboatkey.org / kzavela@longboatkey.org

13. SIGNATURE:

DocuSigned by:
Howard Tipton
AB643094A544424

14. DATE: 3/24/2026



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses (specify)			
Contractual Services (specify)	\$10,000		\$10,000
Materials (specify)			
Equipment (specify)			
T-Top Upgrade			
Salaries ²			
Other (specify)			
GRAND TOTAL	\$ 10,000	\$	\$ 10,000

SOURCE(S) OF MATCHING FUNDS: N/A

Additional Information: Funding will only be used for Manatee County waters

Per Resolution 2023-24, the Town of LBK requests to expend all WCIND funds throughout the Town's entire jurisdiction which spans across Manatee and Sarasota County. This will significantly improve our ability to provide the highest level of service to our residents.

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



Longboat Key Waters Ways in Manatee County



**WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION**

PROJECT NUMBER: _____
(To be populated by WCIND)

FUNDING CYCLE: ON X OFF _____

APPLICATION DATE: 3/16/2026

1. MEMBER COUNTY: Manatee County

2. PROJECT CATEGORY:

☐ Public Navigation ☒ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: Longboat Key Police T-Top Upgrade

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: See attached

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO ☒
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	Town of Longboat Key	TPO MANAGER:	Howard Tipton
FEID:	59-6017152	PHONE:	941-316-1999
ADDRESS:	5460 Gulf of Mexico Dr	CITY:	Longboat Key
STATE:	FL	ZIP:	34228

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO ☒
IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
N/A	

7. ESTIMATED PROJECT START DATE: 10/1/2026 COMPLETION DATE: 9/30/2027

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: \$15,000.00 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

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

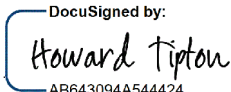
12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Howard Tipton, Town Manager / Kalee Zavela, Grants Coordinator

ADDRESS: 501 501 Bay Isles Rd. Longboat Key, FL 34228

TELEPHONE NO.: 941-316-1999

EMAIL.: htipton@longboatkey.org / kzavela@longboatkey.org

13. SIGNATURE:  _____
AB643094A544424...

14. DATE: 3/24/2026



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses (specify)			
Contractual Services (specify)			
Materials (specify)			
Equipment (specify)			
T-Top Upgrade	15,000		15,000
Salaries ²			
Other (specify)			
GRAND TOTAL	\$ 15,000	\$	\$ 15,000

SOURCE(S) OF MATCHING FUNDS: N/A

Additional Information: _____

Per Resolution 2023-24, the Town of LBK requests to expend all WCIND funds throughout the Town's entire jurisdiction which spans across Manatee and Sarasota County. This will significantly improve our ability to provide the highest level of service to our residents.

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



#4. Project Description and Public Benefit to Result:

Longboat Key is a barrier island spanning Sarasota and Manatee Counties, bordered by Sarasota Bay to the east and the Gulf of Mexico to the west. The barrier island stretches roughly 12 miles in length and features approximately 81 canals making it imperative that all marine assets are in operation.

The 2016 Boston Whaler Guardian 23' vessel is just one of those critical assets used by the Town to support marine patrol, public safety operations, search and rescue response, and waterway enforcement activities. The vessel is routinely deployed in demanding marine conditions and plays an essential role in protecting both residents and visitors.

The vessel's T-top canopy and aluminum frame structure have experienced significant structural deterioration, including:

- Multiple stress fractures and cracks in the aluminum framing
- Progressive cracking at welded joints
- Structural fatigue caused by operational vibration and marine exposure
- Reduced structural integrity of the canopy support system

Over the past several years, the department has made numerous repair attempts, including welding repairs and reinforcement efforts. Unfortunately, these repairs have not been successful in restoring structural integrity, and new cracks have continued to develop in adjacent areas of the frame.

Due to the extent of the cracking and structural fatigue, continued repair attempts are no longer considered safe or cost-effective. The compromised structure now presents a potential hazard to operators and passengers, particularly during high-speed patrols or rough water conditions.

Without replacing the T-top assembly, the vessel's operational capabilities will be significantly affected, potentially reducing the agency's ability to safely conduct marine operations.



Longboat Key Police Department

The Town of Longboat Key has a vast and diverse geography which also brings very different patrol environments. The department operates a 32' Yellow Fin that is designed to respond to offshore emergencies and handle the worst of weather conditions. As a secondary vessel, the department operates a 23' Boston Whaler, which can fill in as a backup to the Yellow Fin or serve as an intermediate sized primary patrol vessel. In addition to our secondary vessel, a 17' Zodiac patrol vessel is utilized for the small canals, shallow waterways and service to the sandbars.

Project Description

This project will fund the complete replacement of the existing T-top canopy and aluminum framing system on the department's 2016 Boston Whaler Guardian 23' vessel.

The project will include:

- Removal and disposal of the existing damaged T-top structure
- Fabrication or procurement of a new marine-grade aluminum T-top frame
- Installation of a new marine canopy and re-wiring
- Reinforcement and proper mounting to ensure long-term durability

Sustainability

Once replaced, the new T-top system will require only routine maintenance and inspections. The upgraded structure will be constructed from marine-grade aluminum and corrosion-resistant materials, ensuring long-term durability and reduced maintenance costs.

The department is committed to maintaining the vessel and ensuring the equipment remains operational.

Procurement This procurement qualifies for sole-source due to the specialized nature of the required repair. The T-top repair involves aluminum TIG welding, a highly specialized service, and the issue appears to stem from a manufacturer-related design flaw. As a result, multiple vendors were contacted and declined to perform the work due to the complexity and associated liability concerns. The identified vendor is the only provider willing and able to complete the repair and has submitted a responsive quote. Accordingly, competition is not available for this service, and sole-source procurement is justified to ensure timely and proper repair of critical marine equipment.

ESTIMATE

Artful Canvas Design Inc.
2877 47th Ave N
Saint Petersburg, FL 33714-3129

office@artfulcanvas.com
+1 (727) 521-0212
<https://artfulcanvas.com/>



RETAIL:Jay Barrett

Bill to
Jay Barrett
Jbarrett@longboatkey.org
(305) 498-1009
"Police"
Boat @ Lbk

Estimate details

P.O. Number: RETAIL

Estimate no.: 9390
Estimate date: 03/06/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Metal	FABRICATE AND INSTALL NEW T-TOP FRAME UNDER HARDTOP. SCHEDULE 80 LEGS. BRUSHED ANODIZED ALUMINUM.	1	\$7,585.00	\$7,585.00

Subtotal \$7,585.00

Sales tax \$530.95

Note to customer

IMPORTANT NOTES:
All jobs will tentatively begin 14-16 weeks out from approval date
unless
otherwise agreed upon by Artful Canvas Design.
To pattern full boat covers, boat MUST be on a trailer or work rack.
A 50% deposit is required upon request to begin work. All invoices
are due upon
job completion. In case of default, any collection or attorney fees are
due.

Total \$8,115.95

Accepted date

Accepted by



Manatee County Government
1112 Manatee Ave W
Bradenton, FL 34205
Phone: (941) 749-3047
mymanatee.org

February 05, 2024

WCIND Cross Jurisdictional Funding

Dear Ms. Shaberts,

Manatee County understands that on June 9, 2023, the WCIND Board of Commissioners adopted Resolution No. 2023-04, authorizing member counties to allow the expenditure of certain WDP (Waterway Development Program) funds across jurisdictional boundaries in another member county. The uses are restricted to marine fire vessels as per Chapter 66A-2.0054, F.A.C. (Boating Safety and Education Projects), and marine law enforcement activities as per Chapter 66A-2.0055, F.A.C. (Marine Law Enforcement Projects).

Due to the adoption of Resolution No. 2023-04 by WCIND, Manatee County will be authorizing cross jurisdictional use of our WCIND grant funds for Marine Law Enforcement, Fire Suppression on Water, and Boating Safety and Education Projects, benefiting both Manatee County and the Town of Longboat Key.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charlie Bishop", is written over a light blue rectangular background.

Charlie Bishop, Manatee County Administrator

Cc: Justin McBride, Executive Director WCIND

**JAMES
SATCHEL**
District 1

**AMANDA
BALLARD**
District 2

**KEVIN
VAN OSTENBRIDGE**
District 3

**MIKE
RAHN**
District 4

**RAY
TURNER**
District 5

**VANESSA
BAUGH**
District 5

**JASON
BEARDEN**
At Large



**WEST COAST INLAND NAVIGATION DISTRICT
RESOLUTION NO. 2023-04**

WHEREAS, the Board of Commissioners (hereinafter the "Board") is the agency head of the West Coast Inland Navigation District (WCIND); and

WHEREAS, the WCIND contains multiple entities that are eligible for Waterway Development Program funding whose jurisdiction falls across two WCIND Counties; and

WHEREAS, the award of funding to such entities has led to issues with how the use of such funds should be limited and reported; and

WHEREAS, there is no legal prohibition on Waterway Development Program funds from one member County being used in such a way to tangentially benefit another County, as long as both Counties are within the boundaries of the WCIND; and

WHEREAS, the Board desires to formalize a policy that would allow member Counties the discretion to fund projects for qualified entities whose jurisdiction spans multiple member Counties where the funded equipment may be operated outside of the funding County's jurisdictional boundary.

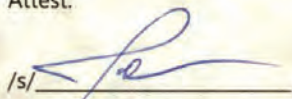
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the West Coast Inland Navigation District that:

1. Member Counties may accept Waterway Development Program (WDP) applications from qualified entities whose jurisdiction spans multiple member County jurisdictional boundaries.
2. Member Counties may fund WDP applications from qualified entities whose jurisdiction spans multiple member County jurisdictional boundaries.
3. Qualified entities may not use WDP funding from one-member County as match funding in another member County WDP application.
4. Member Counties are not required or otherwise mandated to make any portion of their allotted annual WDP funds available to qualified entities whose jurisdiction spans multiple member County jurisdictional boundaries, regardless of the position or funding choices of other member Counties.
5. Member Counties that fund WDP projects for qualified entities whose jurisdiction spans multiple member County jurisdictional boundaries for Marine Law Enforcement and Boater Safety projects (specifically marine law enforcement and fire vessels) may allow the qualified entity to operate equipment purchased under the WDP outside of the funding County's jurisdictional boundary without penalty as a recognition of the need for consistent response to public safety health and welfare within the WCIND.
6. This Resolution shall become effective immediately upon its approval and adoption.

PASSED at a regular meeting of the Board of Commissioners of the West Coast Inland Navigation District this 9th day of June 2023, and certified as to its passage by


/s/ _____
Kevin Ruane, Chair

Attest:


/s/ _____
Justin McBride, Executive Director

**WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION**

PROJECT NUMBER: _____

(To be populated by WCIND)

FUNDING CYCLE: ON _____ OFF _____

APPLICATION DATE: 03/13/26

1. MEMBER COUNTY: MANATEE

2. PROJECT CATEGORY:

- ☒ Public Navigation ☐ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: BRADENOTN BEACH NAVIGATIONAL IMPROVEMENT PROGRAM

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

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO ☒
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:		TPO MANAGER:	
FEID:		PHONE:	
ADDRESS:		CITY:	
STATE:		ZIP:	

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO ☐
IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:

7. ESTIMATED PROJECT START DATE: 10/01/26 COMPLETION DATE: ONGOING

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: \$25,000.00 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

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

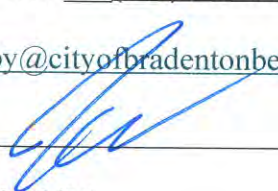
12. APPLICANT IDENTIFICATION:

LIAISON AGENT: JOHN COSBY

ADDRESS: 403 HIGHLAND AVE BRADENTON BEACH, FL 34217

TELEPHONE NO.: (941) 778-6311 EXT. 226

EMAIL.: jcosby@cityofbradentonbeach.com

13. SIGNATURE: 

14. DATE: 03/13/26



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses			
(specify)			
Contractual Services			
(specify)			
Materials			
(specify)			
Equipment			
(specify)			
Salaries ²			
Other			
(specify)			
GRAND TOTAL	\$	\$	\$

SOURCE(S) OF MATCHING FUNDS: _____

Additional Information: _____

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.





**WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION**

PROJECT NUMBER: _____

(To be populated by WCIND)

FUNDING CYCLE: ON X OFF _____

APPLICATION DATE: 3-9-2024

1. MEMBER COUNTY: MANATEE

2. PROJECT CATEGORY:

☐ Public Navigation ☒ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: Marine Law Enforcement Patrol for the City of Holmes Beach

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: _____

 See attached Description

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO ☒
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	Holmes Beach	TPO MANAGER:	Mike Dinius
FEID:	59-1010006	PHONE:	941 708 5804
ADDRESS:	5801 Marina Drive	CITY:	Holmes Beach
STATE:	Florida	ZIP:	34217

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO ☐

IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.

6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses (specify)			
Contractual Services (specify)			
Materials (specify)			
Fuel/Oil	\$100,672.00		\$100,672.00
Equipment (specify)			
Salaries ²			
Hours on the Water	\$ 149,760.00		\$ 149,760.00
Other (specify)			
GRAND TOTAL	\$ 250,432.00	\$	\$ 250,432.00

SOURCE(S) OF MATCHING FUNDS: _____

Additional Information: This project meets the WCIND Waterway Development Program criteria for Marine Law Enforcement by directly enhancing patrol coverage, boating safety enforcement, and interagency coordination on WCIND waterways within Manatee County, thereby protecting the boating public's health, safety, and welfare.

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



TYPE:	STATUS:

7. ESTIMATED PROJECT START DATE: 10/1/2026 COMPLETION DATE 9/30/2027

-

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: \$ 250,432.00 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$ 250,432.00 DOLLARS

12. APPLICANT IDENTIFICATION:

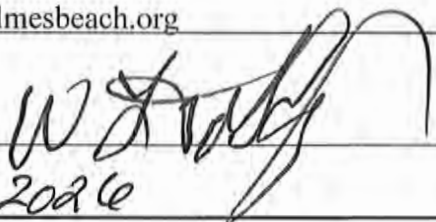
LIAISON AGENT: William L. Tokajer, Chief of Police

ADDRESS: 5801 Marina Drive

Holmes Beach, FL 34217

TELEPHONE NO.: 941-708-5804

EMAIL.: chief@holmesbeach.org

13. SIGNATURE: 

14. DATE: 3-9-2026



City of Holmes Beach Police Department Marine Patrol Services

The City of Holmes Beach Police Department proposes to enhance Marine Patrol services on WCIND waterways within Manatee County in support of the West Coast Inland Navigation District's mission to preserve and enhance the commercial, recreational, and ecological values of regional waterways. Grant funding will support marine law enforcement activities along approximately eight miles of coastline on Anna Maria Island, including navigable waters adjacent to the incorporated municipalities of the City of Anna Maria and the City of Bradenton Beach. Project expenditures will be applied within WCIND-designated waterways to strengthen law enforcement presence, improve boater safety, and protect the public welfare.

The Marine Patrol Unit conducts routine and directed patrols on WCIND waterways, performs boating safety and compliance inspections, enforces applicable state and local boating laws, and responds to emergency and non-emergency incidents occurring on the water. These activities directly support WCIND Marine Law Enforcement project objectives by enhancing navigational safety, reducing hazardous boating behavior, and ensuring rapid response to incidents that may threaten public safety or the marine environment.

The City of Holmes Beach Marine Patrol Unit operates in a high-use coastal environment that includes recreational boating, commercial activity, and interjurisdictional waterways. The unit works collaboratively with local, state, and federal partners to ensure coordinated enforcement and efficient use of public resources. Partner agencies include the City of Bradenton, Manatee County, the City of Anna Maria, the City of Bradenton Beach, the City of Longboat Key, Sarasota County, the Florida Department of Law Enforcement, the Florida Fish and Wildlife Conservation Commission, U.S. Customs and Border Protection, and the U.S. Coast Guard. This coordination supports WCIND's regional approach to waterway management and law enforcement across county and municipal boundaries.

Grant funding will be used exclusively for eligible Marine Law Enforcement purposes as defined by WCIND, including on-the-water patrol services, personnel services performed on WCIND waterways, and associated operational costs such as fuel and supplies directly related to marine patrol operations. These activities are consistent with WCIND-authorized Marine Law Enforcement Patrol projects and are intended to enhance enforcement capabilities on District waterways.

**WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION**

PROJECT NUMBER: _____
(To be populated by WCIND)

FUNDING CYCLE: ON __XX__ OFF _____

APPLICATION DATE: _____ 03/25/2026_ Revised 05/08/2026 _____

1. MEMBER COUNTY: _____ Manatee County _____

2. PROJECT CATEGORY:

☐ Public Navigation ☒ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: City of Bradenton Boat Operations 2026-2027 _____

PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: The requested funds will be utilized to cover fuel and labor costs for conducting regional marine patrols, public safety events, and safety operations. These funds will support law enforcement activities, such as search-and-rescue missions and enforcement efforts, as well as various regional and local water events, including the Regatta, fishing and boating tournaments, races, and other public activities on the water. The operations will prioritize public safety, boating safety, navigation, and wildlife protection. Costs will be shared with the Bradenton Police Department to enhance operations through a cost-sharing arrangement. This revision was submitted on 05/08/2026, removing Search and Rescue Training and associated equipment/technology to reflect only fuel and labor costs.

4. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO **XX**
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	N/A	TPO MANAGER:	N/A
FEID:		PHONE:	



ADDRESS:		CITY:	
STATE:	N/A	ZIP:	N/A

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO ☐
IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.

5. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS, OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
None	N/A

6. ESTIMATED PROJECT START DATE: 10/01/2026 COMPLETION DATE: 09/30/2027

8. REQUIRED ATTACHMENTS: N/A

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: \$41,600 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$83,200 DOLLARS

12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Jeremy S. Giddens

ADDRESS: 100 10th St West
Bradenton, FL 34205



TELEPHONE NO.: 941-932-9350

EMAIL.: Jeremy.Giddens@bradentonpd.com

13. SIGNATURE: _____

14. DATE: 03/20/2026

BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses			
(specify)			
Contractual Services			
(specify)			
Materials			
(specify)			
Fuel (estimated @ 2,600 gallons @ \$4.40/gallon)	\$5,720	\$5,720	\$11,440
Equipment			
(specify)			
Salaries ²			
4hrs/week x 2 officers = 416 hrs.	\$35,880	\$35,880	\$71,760
Benefits @ 38.58%			
Other			
(specify)			

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



GRAND TOTAL	\$41,600	\$41,600	\$83,200

SOURCE(S) OF MATCHING FUNDS: General Revenue Funds appropriating to the
Bradenton Police Department or other local funding sources.

Additional Information: _____



**WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION**

PROJECT NUMBER: _____
(To be populated by WCIND)

FUNDING CYCLE: ON X OFF _____

APPLICATION DATE: 03/22/2026

1. MEMBER COUNTY: Manatee

2. PROJECT CATEGORY:

☐ Public Navigation ☐ Marine Law Enforcement ☐ Environmental Education
☒ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: City of Palmetto Boat Ramp Rehabilitation Project

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: _____

 See attached

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO ☒
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:		TPO MANAGER:	
FEID:		PHONE:	
ADDRESS:		CITY:	
STATE:		ZIP:	

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO ☐

IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:

7. ESTIMATED PROJECT START DATE: 10/01/2026 COMPLETION DATE: 9/30/2027

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: \$20,000.00 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$20,000.00 DOLLARS

12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Jim Freeman, Palmetto City Clerk

ADDRESS: 516 8th Avenue West, Palmetto, Florida 34221

TELEPHONE NO.: 941-723-4570 x7117

EMAIL.: jfreeman@palmettofl.org

13. SIGNATURE: 

14. DATE: 3/24/2026



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses (specify)			
Contractual Services (specify)			
Materials (specify)			
Equipment (specify)			
Salaries ²			
Other (specify)			
GRAND TOTAL	\$20,000.00	\$20,000.00	\$40,000.00

SOURCE(S) OF MATCHING FUNDS: Budgeted City revenue

Additional Information: _____

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



Project Description and Public Benefit to Result:

City of Palmetto Boat Ramp Rehabilitation Project

The City of Palmetto maintains a municipal boat ramp that provides direct access to the Manatee River. This boat ramp is heavily used by Manatee County residents and visitors. The City is seeking \$20,000.00 in West Coast Inland Navigation funding to assist in rehabilitating infrastructure at the boat ramp to include replacing and recapping pylons and surface maintenance on the boat ramp surface. The City of Palmetto is aware that funding in the boating recreation category requires a 50% match.

**WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION**

PROJECT NUMBER: _____

(To be populated by WCIND)

FUNDING CYCLE: ON X OFF _____

APPLICATION DATE: 03/22/2026

1. MEMBER COUNTY: Manatee

2. PROJECT CATEGORY:

☒ Public Navigation ☐ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: City of Palmetto Derelict Boat Removal

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: _____

 See attached

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO ☒
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:		TPO MANAGER:	
FEID:		PHONE:	
ADDRESS:		CITY:	
STATE:		ZIP:	

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO ☐

IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
N/A	N/A

7. ESTIMATED PROJECT START DATE: 10/01/2026 COMPLETION DATE: 9/30/2027

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: \$10,000.00 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$10,000.00 DOLLARS

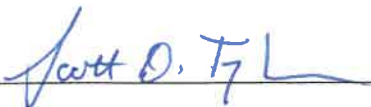
12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Scott Tyler, Chief of Police

ADDRESS: 820 10th Avenue West, Palmetto, Florida 34221

TELEPHONE NO.: 941-723-4587 x6115

EMAIL.: styler@palmettopolice.com

13. SIGNATURE: 

14. DATE: 3/22/2026

BUDGET ESTIMATE DETAIL	Grant	Matching	
------------------------	-------	----------	--



	Funds	Funds ¹	Total
Construction Expenses			
(specify)			
Contractual Services			
(specify)			
Materials			
(specify)			
Equipment			
(specify)			
Salaries ²			
Other			
(specify)			
GRAND TOTAL	\$10,000.00		\$10,000.00

SOURCE(S) OF MATCHING FUNDS: _____

Additional Information: _____

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



WCIND Funding Application 2026 2027

Project Description and Public Benefit to Result:

Derelict boats are an environmental and public safety hazard along the shores of the Manatee River in Palmetto. Derelict boats can hinder navigation, damage public and private property, and pose an environmental hazard to water quality and marine life. This project would pay for the removal of sunk and derelict boats from our waters and their proper disposal.

**WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION**

PROJECT NUMBER: _____

(To be populated by WCIND)

FUNDING CYCLE: ON _____ OFF _____

APPLICATION DATE: March 14, 2026

1. MEMBER COUNTY: Manatee county

2. PROJECT CATEGORY:

- ☐ Public Navigation ☐ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: Public Boating and Safety and Public Service to JFG students.

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: _____

#1. Americas Boating Course, approved by National Association of State Boating Law Administrators (NASBLA) is offered to the public by Manatee Sail & Power Squadron. The course provides a basic class in boating rules, safety, and equipment usage. It also provides all students with a Florida license with satisfactory completion of a test. We are requesting funds to purchase books for the ABC class to keep the cost low to the public.

#2. As a public service the squadron provides a free fishing event and picnic for up to 25 students from the Just for Girls in Palmetto 2 – 3 times a year. These girls earn the privilege to attend the event based on behavior and scholastic achievement. We provide the poles, bait and all picnic items. Our storage shed was broken into a few months ago and 10 of our poles were stolen. We are applying for funds to replace poles.

#3. We need a new computer to replace one we use for teaching that is in it last if not all ready done. We use the computer to present power point presentation training material for public boating courses and seminars. This covers safety, anchoring, first aid, navigation, safety equipment, use and types of PFDs, trailering, markers etc.



5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ☐ NO ☒
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	Larry Beverage	TPO MANAGER:	Larry Beverage
FEID:	911864634	PHONE:	941 518 3071
ADDRESS:	204 Americas Cub Blvd	CITY:	Bradenton
STATE:	FL	ZIP:	34208

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES ☐ NO ☐
IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP FUNDS.

6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
NONE	

7. ESTIMATED PROJECT START DATE: March 2026 COMPLETION DATE: Ongoing every year.

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED:
\$550.000 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST:
\$1,100.00 DOLLARS



12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Larry Beverage

ADDRESS: 204 Americas Cup Blvd
Bradenton, FL 34208

TELEPHONE NO.: 941-518-3071

EMAIL.: lyb204@gmail.com

SIGNATURE: Larry Beverage

14. DATE: March 14, 2026



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses			
(specify)			
Contractual Services			
(specify)			
Materials ABC books	\$300.00	\$300.00	\$600.00
(specify) Fishing Poles	\$250.00	\$250.00	\$500.00
(10 at \$50.00 each)			
Computer	\$350.00	\$350.00	\$700.00
Equipment			
(specify)			
Salaries ²			
Other			
(specify)			
GRAND TOTAL	\$900.00	\$900.00	\$1,800.00

SOURCE(S) OF MATCHING FUNDS: _____

Additional Information: _____

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



**WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION**

PROJECT NUMBER:

(To be populated by WCIND)

FUNDING CYCLE: ON X OFF

APPLICATION DATE: 03/30/2026

1. MEMBER COUNTY: MANATEE

2. PROJECT CATEGORY:

☐ Public Navigation ☐ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☒ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: 2027 USCG Auxiliary Flotilla 81 Grant Request

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: Funding Boater
 Educational and Community Outreach Materials to foster Public Knowledge
 And Awareness of Maritime Safety Practices

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES X NO ☐
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	CG AUXILIARY FLOTILLA 81	TPO MANAGER:	TOM ALVORD
FEID:	52-1500576	PHONE:	(941) 752-1310
ADDRESS:	5801 33 rd Avenue Drive W	CITY:	Bradenton
STATE:	Florida	ZIP:	34209

IS THE TPO A SUBSIDIARY, BRANCH, ETC. OF ANOTHER ENTITY? YES X NO ☐
IF YES, ATTACH PROOF OF AUTHORIZATION TO DIRECTLY REQUEST AND RECEIVE WDP
FUNDS.



6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
N/A	

7. ESTIMATED PROJECT START DATE: 10/01/2026 COMPLETION DATE: 9/30/2027

8. REQUIRED ATTACHMENTS:

- A. VICINITY MAP IF APPLICABLE
- B. SITE DEVELOPMENT PLAN IF APPLICABLE
- C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: \$1,257.00 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATE THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: \$2,514.00 DOLLARS

12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Wayne Rickner

ADDRESS: 11065 Bristol Bay Drive APT 1013

Bradenton, FL34209

TELEPHONE NO.: (770) 377-8707

EMAIL.: enyawcom@gmail.com

13. SIGNATURE: Wayne L. Rickner

14. DATE: 3/30/2026



BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds ¹	Total
Construction Expenses (specify)			
Contractual Services (specify)			
Materials (specify) 100 Textbooks total			
Boat America 5* @ \$72 each	180.00	180.00	360.00
Boat. Skill & Sea 5* @ \$362 ea.	905.00	905.00	1,810.00
* 5 packages of Ten (10) Textbooks for 50 Students per course.			
Equipment (specify)			
2 Canopies @ \$172 each	172.00	172.00	344.00
Salaries ²			
Other (specify)			
GRAND TOTAL	\$ 1,257.00	\$ 1,257.00	\$ 2,514.00

SOURCE(S) OF MATCHING FUNDS: Flotilla Membership Dues
 Additional Information: along with Educational Class Fees

¹ Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

² Salaries are **only** eligible as a grant expense for Marine Law Enforcement projects.



UNITED STATES COAST GUARD AUXILIARY

DEPARTMENT OF HOMELAND SECURITY



The Civilian Component of the U. S. Coast Guard
(Authorized by Congress in 1939)

Office of the Commodore
USCGA District Seven

MEMORANDUM

Date: 27 MARCH 2025

From: Martin Goodwin, DCO
District 7 Auxiliary

To: Joseph J. Kraus
Business Professional
Sarasota County
Planning and Development Service
Environmental Protection Division
1001 Sarasota Center Boulevard
Sarasota, Florida 34240

VIA: Email: jkraus@scgov.net

Subj: AUTHORIZATION AND APPROVAL OF WCIND GRANTS IN DISTRICT 7 FOR
UNITED STATES COAST GUARD AUXILIARY FLOTILLAS

Mr. Kraus,

This letter will confirm that our District 7 Flotilla Commanders are authorized to enter into and sign WCIND Grants. Please ensure that the specific flotilla is the only recipient of the grant. No other entity, including, but not limited to, The Department of Homeland Security should be denoted as the recipient. All other grants that are not WCIND must be reviewed and

approved prior to execution by our District Legal Officer J. Mike Williams, jmiked7law@gmail.com and myself to ensure there are no prohibited source issues.

Our District Legal Officer and I performed a prohibited source analysis on the WCIND Grants and they are approved. The Director of the Auxiliary for District 7 has also approved the Grants. The Flotilla Commanders may execute the Grants on behalf of the flotilla.

Please send a fully executed copy of any WCIND Grant entered into with any flotilla to our District 7 Legal Officer J. Mike Williams at jmiked7law@gmail.com for our records.

Thank you for supporting our flotillas in District 7 so we can accomplish our mission of improving recreational boating safety, and augmenting the United States Coast Guard.



Martin Goodwin
DCO District Seven

Copy: DIRAUX
DLO-D7
DIRAUX

**WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROJECT AGREEMENT**

Manatee__ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Agreement”) made and entered into this ____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and __Manatee__ COUNTY (the “County”), collectively the “Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **PROJECT.** This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the “Program”), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s): ☐Public Navigation; ☐Boater Recreation; ☒Boating Safety and Education; ☐Marine Law Enforcement; ☐Environmental Education; ☐Disaster Relief (hereinafter the “Project”), more specifically described as follows.

a. **Project Title.** Longboat Key Fire Department Boat-supplemental

b. **Project Scope.** Fire Boat S-511 is a marine public safety vessel being acquired by the Longboat Key Fire Department to support marine fire suppression, search and rescue, boating incidents, and emergency response throughout the waterways surrounding Longboat Key, Sarasota Bay, and the Gulf. The vessel will serve residents, visitors, and the boating public across both Manatee and Sarasota County waterways. The project was originally funded through the Sarasota County Waterway Development Program; however, final vendor pricing received after ordering the vessel resulted in a documented cost increase of \$45,454.28 above the original estimate.

The Town has executed the purchase order and committed to the additional cost to ensure the vessel could be constructed and delivered.

Because Longboat Key lies within both Manatee and Sarasota Counties and the vessel will operate throughout shared waterways, the Town is requesting Manatee County participation in 50% of the project overage. This request is consistent with WCIND Resolution 2023-04, which allows member counties to fund Waterway Development Program projects for jurisdictions that span multiple counties and operate marine public safety equipment across county boundaries.

1. **TIME; COMMENCEMENT; COMPLETION.** This Agreement shall become effective on June 12, 2026 and have a term of one year (“Project Period”). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.



a. **Time Extensions.** Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County's control which warrant the extension. Extension requests shall be submitted for the WCIND Board's consideration in accordance with Rule 66A-2.0072, F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Brining the total maximum project period to a possible three years.

b. **Failure to Timely Perform.** Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement payments and denial of future Program funding requests until the Project is completed or closed to the satisfaction of WCIND. If the County fails to complete the Project within three years from the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County's unencumbered CNIF reserve balances.

2. **PROJECT FUNDING.** WCIND shall obligate and make available to the County an amount of \$ 22,727.14 for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable and necessary for the effective and efficient accomplishment of the Project.

a. **Matching Funds.** Where applicable, the County warrants and represents that it has the matching funds as identified in Exhibit "A" in the amount of \$ 22,727.14 available for the completion of the Project. Prior to the execution of this Agreement, the County shall, certify the availability and eligibility of such matching funds pursuant to Rule 66A-2.005, F.A.C., using Exhibit "B", Matching Funds Certification.

a. **Marine Law Enforcement Funds.** Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

b. **Pre-Agreement Costs.** Unless otherwise approved by the Board for a real property acquisition project under Rule 66A-2.0071, F.A.C., and delineated in Exhibit "D", Pre-Agreement Costs, WCIND shall not allow match credit for any County obligation or expenditure made prior to the execution of this Agreement.

4. **PROJECT MANAGEMENT; NOTICES.** The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:



WCIND Project Manager:

Charlie Hunsicker, Director
1112 Manatee Ave W
Bradenton, FL 34205
Phone: 941-748-4501 x 6001
Email: charlie.hunsicker@mymanatee.org

County Liaison Agent:

Ashley Schnitker, Grants Administrator
9000 Town Center Parkway
Lakewood Ranch, FL 34202
Phone: 941-414-2743
Email: ashley.schnitker@mymanatee.org

5. **STATUS REPORTS.** The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.

6. **PROJECT ACCESSIBILITY.** Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. **USER FEES.** The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.

8. **PROJECT CONDITIONS.** This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. **ADDITIONAL PROJECT CONDITIONS.** WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

- a. Exhibit "B", Matching Funds Certification Requirement, if any.
- b. Exhibit "C", Certification of Law Enforcement Funds, if any.
- c. Exhibit "D", Pre-Agreement Costs, if any.
- d. Exhibit "E", Residential User Fees, if any.
- e. Exhibit "F", Other Project Specific Terms and Conditions, if any.

10. **PROJECT RECORDS; INSPECTION.** The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project 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. WCIND reserves the right to inspect the Project sites, facilities and other waterway related assets, as well as the right to



inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. DEFAULT; REMEDIES.

a. Notice; Opportunity to Cure. If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds, through date of their return to WCIND 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 Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.

b. Waiver. WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. THIRD-PARTY OPERATORS. The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.



14. SURVIVAL OF CERTAIN TERMS. Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.

15. NO AGENCY RELATIONSHIP. WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.

16. INDEMNIFICATION; SOVEREIGN IMMUNITY. 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 liability limitations set forth in Section 768.28, Fla. Stat.

17. VENUE; GOVERNING LAW. All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. ATTORNEY'S FEES. In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

20. MUTUAL TERMINATION. Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[End of provisions – Signature page follows]



**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



**EXHIBIT “A”
FUNDING APPLICATION**



EXHIBIT "B"
WCIND WATERWAY DEVELOPMENT PROGRAM
MATCHING FUNDS CERTIFICATION REQUIREMENT

Project: ___ Longboat Key Fire Department Boat-Supplemental

County: _____Manatee_____

Project No: _____

The matching funds as further identified in this Project Agreement meet the eligibility requirements under 66A-2.005, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat.

Date

County Liaison Agent

County Administrator or
Financial Officer



EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

County: _____ PROJECT NO: _____

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

Date

County Liaison Agent

County Administrator or

Financial Officer



EXHIBIT “D”
PRE-AGREEMENT COSTS



EXHIBIT “E”
RESIDENTIAL USER FEES



EXHIBIT “F”
OTHER PROJECT SPECIFIC TERMS AND CONDITIONS



EXHIBIT “G”
PROJECT AGREEMENT AMENDMENT FORM

_____ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **AMENDMENT** to the above-described **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Amendment”) is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and _____ COUNTY (the “County”), collectively referred to as the “Parties.”

RECITALS:

WHEREAS, on _____ the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement (“Agreement”) with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County’s requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.
2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:
 - a. **SECTION 1 - PROJECT.** The requested change to the Agreement’s Project [select Category, Title and/or Scope] has been approved. The Agreement’s [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit “A”, Project Scope and Budget, containing the new Category, Title and/or Scope].
 - b. **SECTION 3 –PROJECT FUNDING.** The requested change in the amount of Project funding from \$_____ to \$_____ has been approved. The Agreement’s Project funding amount is amended to now read \$_____ and the new Exhibit “A”, Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit “A”.
4. **[Insert other Sections and detail amendments as necessary]**



5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit “A”, are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[End of provisions – Signature page follows]



[Signature block for amendments to Project Scope and other changes with no changes in Funding Amount]

**WEST COAST INLAND NAVIGATION
DISTRICT**

_____ **County**

By: _____
(Signature & Date)

By: _____
(Signature & Date)

(Print Name & Title)
Address:

(Print Name & Title)
Address:

Phone:
Fax:
Email:

Phone:
Fax:
Email:

[Signature block for amendments to Project Category and/or Funding Amount]

**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



**WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROJECT AGREEMENT**

Manatee__ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Agreement”) made and entered into this ____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and __Manatee__ COUNTY (the “County”), collectively the “Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PROJECT. This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the “Program”), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s): ☒ Public Navigation; ☐ Boater Recreation; ☐ Boating Safety and Education; ☐ Marine Law Enforcement; ☐ Environmental Education; ☐ Disaster Relief (hereinafter the “Project”), more specifically described as follows.

a. Project Title. Longboat Key Navigational Improvements

b. Project Scope. Longboat Key wishes to address the need for improved boating safety for its visitors and residences. The channel markers are in need of constant maintenance and repairs. The project is anticipated to ensure continued boating safety, aligning with the grants overarching goals.

1. TIME; COMMENCEMENT; COMPLETION. This Agreement shall become effective on October 1, 2026 and have a term of one year (“Project Period”). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.

a. Time Extensions. Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County’s control which warrant the extension. Extension requests shall be submitted for the WCIND Board’s consideration in accordance with Rule 66A-2.0072, F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Brining the total maximum project period to a possible three years.

b. Failure to Timely Perform. Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement payments and denial of future Program funding requests until the Project is completed or closed



to the satisfaction of WCIND. If the County fails to complete the Project within three years from the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County's unencumbered CNIF reserve balances.

2. PROJECT FUNDING. WCIND shall obligate and make available to the County an amount of \$10,000.00 for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable and necessary for the effective and efficient accomplishment of the Project.

a. Matching Funds. Where applicable, the County warrants and represents that it has the matching funds as identified in Exhibit "A" in the amount of \$_____ available for the completion of the Project. Prior to the execution of this Agreement, the County shall, certify the availability and eligibility of such matching funds pursuant to Rule 66A-2.005, F.A.C., using Exhibit "B", Matching Funds Certification.

a. Marine Law Enforcement Funds. Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

b. Pre-Agreement Costs. Unless otherwise approved by the Board for a real property acquisition project under Rule 66A-2.0071, F.A.C., and delineated in Exhibit "D", Pre-Agreement Costs, WCIND shall not allow match credit for any County obligation or expenditure made prior to the execution of this Agreement.

4. PROJECT MANAGEMENT; NOTICES. The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:

WCIND Project Manager:

Charlie Hunsicker, Director
1112 Manatee Ave W
Bradenton, FL 34205
Phone: 941-748-4501 x 6001
Email: charlie.hunsicker@mymanatee.org

County Liaison Agent:

Ashley Schnitker, Grants Administrator
9000 Town Center Parkway
Lakewood Ranch, FL 34202
Phone: 941-414-2743
Email: ashley.schnitker@mymanatee.org

5. STATUS REPORTS. The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-



2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.

6. **PROJECT ACCESSIBILITY.** Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. **USER FEES.** The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.

8. **PROJECT CONDITIONS.** This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. **ADDITIONAL PROJECT CONDITIONS.** WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

- a. Exhibit "B", Matching Funds Certification Requirement, if any.
- b. Exhibit "C", Certification of Law Enforcement Funds, if any.
- c. Exhibit "D", Pre-Agreement Costs, if any.
- d. Exhibit "E", Residential User Fees, if any.
- e. Exhibit "F", Other Project Specific Terms and Conditions, if any.

10. **PROJECT RECORDS; INSPECTION.** The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project 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. WCIND reserves the right to inspect the Project sites, facilities and other waterway related assets, as well as the right to inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. **DEFAULT; REMEDIES.**

a. **Notice; Opportunity to Cure.** If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds,



through date of their return to WCIND 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 Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.

b. Waiver. WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. THIRD-PARTY OPERATORS. The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.

14. SURVIVAL OF CERTAIN TERMS. Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.

15. NO AGENCY RELATIONSHIP. WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.



16. INDEMNIFICATION; SOVEREIGN IMMUNITY. 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 liability limitations set forth in Section 768.28, Fla. Stat.

17. VENUE; GOVERNING LAW. All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. ATTORNEY'S FEES. In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

20. MUTUAL TERMINATION. Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[End of provisions – Signature page follows]



**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



EXHIBIT “A” FUNDING APPLICATION



EXHIBIT "B"
WCIND WATERWAY DEVELOPMENT PROGRAM
MATCHING FUNDS CERTIFICATION REQUIREMENT

Project: _____

County: _____

Project No: _____

The matching funds as further identified in this Project Agreement meet the eligibility requirements under 66A-2.005, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat.

Date

County Liaison Agent

County Administrator or
Financial Officer



EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

County: _____ PROJECT NO: _____

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

Date

County Liaison Agent

County Administrator or

Financial Officer



EXHIBIT “D”
PRE-AGREEMENT COSTS



EXHIBIT “E”
RESIDENTIAL USER FEES



EXHIBIT “F”
OTHER PROJECT SPECIFIC TERMS AND CONDITIONS



EXHIBIT “G”
PROJECT AGREEMENT AMENDMENT FORM

_____ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **AMENDMENT** to the above-described **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Amendment”) is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and _____ COUNTY (the “County”), collectively referred to as the “Parties.”

RECITALS:

WHEREAS, on _____ the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement (“Agreement”) with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County’s requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.
2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:

a. **SECTION 1 - PROJECT.** The requested change to the Agreement’s Project [select Category, Title and/or Scope] has been approved. The Agreement’s [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit “A”, Project Scope and Budget, containing the new Category, Title and/or Scope].

b. **SECTION 3 –PROJECT FUNDING.** The requested change in the amount of Project funding from \$_____ to \$_____ has been approved. The Agreement’s Project funding amount is amended to now read \$_____ and the new Exhibit “A”, Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit “A”.

4. **[Insert other Sections and detail amendments as necessary]**



5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit “A”, are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[End of provisions – Signature page follows]



[Signature block for amendments to Project Scope and other changes with no changes in Funding Amount]

**WEST COAST INLAND NAVIGATION
DISTRICT**

_____ **County**

By: _____
(Signature & Date)

By: _____
(Signature & Date)

(Print Name & Title)
Address:

(Print Name & Title)
Address:

Phone:
Fax:
Email:

Phone:
Fax:
Email:

[Signature block for amendments to Project Category and/or Funding Amount]

**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



**WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROJECT AGREEMENT**

Manatee__ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Agreement”) made and entered into this ____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and __Manatee__ COUNTY (the “County”), collectively the “Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PROJECT. This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the “Program”), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s): ☐Public Navigation; ☐Boater Recreation; ☐Boating Safety and Education; ☒Marine Law Enforcement; ☐Environmental Education; ☐Disaster Relief (hereinafter the “Project”), more specifically described as follows.

a. Project Title. Longboat Key Police T-Top Upgrade

b. Project Scope. The vessel’s T-top canopy and aluminum frame structure have experienced significant structural deterioration. This project will replace and upgrade the T-top.

1. TIME; COMMENCEMENT; COMPLETION. This Agreement shall become effective on October 1, 2026, and have a term of one year (“Project Period”). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.

a. Time Extensions. Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County’s control which warrant the extension. Extension requests shall be submitted for the WCIND Board’s consideration in accordance with Rule 66A-2.0072, F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Brining the total maximum project period to a possible three years.

b. Failure to Timely Perform. Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement payments and denial of future Program funding requests until the Project is completed or closed to the satisfaction of WCIND. If the County fails to complete the Project within three years from



the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County's unencumbered CNIF reserve balances.

2. **PROJECT FUNDING.** WCIND shall obligate and make available to the County an amount of \$15,000.00 for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable and necessary for the effective and efficient accomplishment of the Project.

a. **Matching Funds.** Where applicable, the County warrants and represents that it has the matching funds as identified in Exhibit "A" in the amount of \$N/A available for the completion of the Project. Prior to the execution of this Agreement, the County shall, certify the availability and eligibility of such matching funds pursuant to Rule 66A-2.005, F.A.C., using Exhibit "B", Matching Funds Certification.

a. **Marine Law Enforcement Funds.** Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

b. **Pre-Agreement Costs.** Unless otherwise approved by the Board for a real property acquisition project under Rule 66A-2.0071, F.A.C., and delineated in Exhibit "D", Pre-Agreement Costs, WCIND shall not allow match credit for any County obligation or expenditure made prior to the execution of this Agreement.

4. **PROJECT MANAGEMENT; NOTICES.** The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:

WCIND Project Manager:

Charlie Hunsicker, Director
1112 Manatee Ave W
Bradenton, FL 34205
Phone: 941-748-4501 x 6001
Email: charlie.hunsicker@mymanatee.org

County Liaison Agent:

Ashley Schnitker, Grants Administrator
9000 Town Center Parkway
Lakewood Ranch, FL 34202
Phone: 941-414-2743
Email: ashley.schnitker@mymanatee.org

5. **STATUS REPORTS.** The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-



2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.

6. **PROJECT ACCESSIBILITY.** Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. **USER FEES.** The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.

8. **PROJECT CONDITIONS.** This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. **ADDITIONAL PROJECT CONDITIONS.** WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

- a. Exhibit "B", Matching Funds Certification Requirement, if any.
- b. Exhibit "C", Certification of Law Enforcement Funds, if any.
- c. Exhibit "D", Pre-Agreement Costs, if any.
- d. Exhibit "E", Residential User Fees, if any.
- e. Exhibit "F", Other Project Specific Terms and Conditions, if any.

10. **PROJECT RECORDS; INSPECTION.** The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project 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. WCIND reserves the right to inspect the Project sites, facilities and other waterway related assets, as well as the right to inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. **DEFAULT; REMEDIES.**

a. **Notice; Opportunity to Cure.** If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds,



through date of their return to WCIND 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 Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.

b. Waiver. WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. THIRD-PARTY OPERATORS. The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.

14. SURVIVAL OF CERTAIN TERMS. Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.

15. NO AGENCY RELATIONSHIP. WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.



16. INDEMNIFICATION; SOVEREIGN IMMUNITY. 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 liability limitations set forth in Section 768.28, Fla. Stat.

17. VENUE; GOVERNING LAW. All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. ATTORNEY'S FEES. In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

20. MUTUAL TERMINATION. Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[End of provisions – Signature page follows]



**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



EXHIBIT “A” FUNDING APPLICATION



EXHIBIT "B"
WCIND WATERWAY DEVELOPMENT PROGRAM
MATCHING FUNDS CERTIFICATION REQUIREMENT

Project: _____

County: _____

Project No: _____

The matching funds as further identified in this Project Agreement meet the eligibility requirements under 66A-2.005, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat.

Date

County Liaison Agent

County Administrator or
Financial Officer



EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: __Longboat Key Police T-top upgrade_____

County: __Manatee_____

PROJECT NO: _____

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

Date

County Liaison Agent

County Administrator or

Financial Officer



EXHIBIT “D”
PRE-AGREEMENT COSTS



EXHIBIT “E”
RESIDENTIAL USER FEES



EXHIBIT “F”
OTHER PROJECT SPECIFIC TERMS AND CONDITIONS



EXHIBIT “G”
PROJECT AGREEMENT AMENDMENT FORM

_____ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **AMENDMENT** to the above-described **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Amendment”) is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and _____ COUNTY (the “County”), collectively referred to as the “Parties.”

RECITALS:

WHEREAS, on _____ the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement (“Agreement”) with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County’s requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.
2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:
 - a. **SECTION 1 - PROJECT.** The requested change to the Agreement’s Project [select Category, Title and/or Scope] has been approved. The Agreement’s [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit “A”, Project Scope and Budget, containing the new Category, Title and/or Scope].
 - b. **SECTION 3 –PROJECT FUNDING.** The requested change in the amount of Project funding from \$_____ to \$_____ has been approved. The Agreement’s Project funding amount is amended to now read \$_____ and the new Exhibit “A”, Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit “A”.
4. **[Insert other Sections and detail amendments as necessary]**



5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit “A”, are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[End of provisions – Signature page follows]



[Signature block for amendments to Project Scope and other changes with no changes in Funding Amount]

**WEST COAST INLAND NAVIGATION
DISTRICT**

_____ **County**

By: _____
(Signature & Date)

By: _____
(Signature & Date)

(Print Name & Title)
Address:

(Print Name & Title)
Address:

Phone:
Fax:
Email:

Phone:
Fax:
Email:

[Signature block for amendments to Project Category and/or Funding Amount]

**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



**WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROJECT AGREEMENT**

Manatee__ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Agreement”) made and entered into this ____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and __Manatee__ COUNTY (the “County”), collectively the “Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PROJECT. This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the “Program”), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s): ☒Public Navigation; ☐Boater Recreation; ☐Boating Safety and Education; ☐Marine Law Enforcement; ☐Environmental Education; ☐Disaster Relief (hereinafter the “Project”), more specifically described as follows.

a. Project Title. Bradenton Beach Navigation Improvement Program

b. Project Scope. Remove and dispose of derelict and abandoned vessels

2. TIME; COMMENCEMENT; COMPLETION. This Agreement shall become effective on October 1, 2026 and have a term of one year (“Project Period”). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.

a. Time Extensions. Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County’s control which warrant the extension. Extension requests shall be submitted for the WCIND Board’s consideration in accordance with Rule 66A-2.0072, F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Brining the total maximum project period to a possible three years.

b. Failure to Timely Perform. Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement payments and denial of future Program funding requests until the Project is completed or closed to the satisfaction of WCIND. If the County fails to complete the Project within three years from the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County’s unencumbered CNIF reserve balances.



3. **PROJECT FUNDING.** WCIND shall obligate and make available to the County an amount of \$ 25,000.00 for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable and necessary for the effective and efficient accomplishment of the Project.

a. **Matching Funds.** Where applicable, the County warrants and represents that it has the matching funds as identified in Exhibit "A" in the amount of \$ N/A available for the completion of the Project. Prior to the execution of this Agreement, the County shall, certify the availability and eligibility of such matching funds pursuant to Rule 66A-2.005, F.A.C., using Exhibit "B", Matching Funds Certification.

a. **Marine Law Enforcement Funds.** Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

b. **Pre-Agreement Costs.** Unless otherwise approved by the Board for a real property acquisition project under Rule 66A-2.0071, F.A.C., and delineated in Exhibit "D", Pre-Agreement Costs, WCIND shall not allow match credit for any County obligation or expenditure made prior to the execution of this Agreement.

4. **PROJECT MANAGEMENT; NOTICES.** The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:

WCIND Project Manager:

Charlie Hunsicker, Director
1112 Manatee Ave W
Bradenton, FL 34205
Phone: 941-748-4501 x 6001
Email: charlie.hunsicker@mymanatee.org

County Liaison Agent:

Ashley Schnitker, Grants Administrator
9000 Town Center Parkway
Lakewood Ranch, FL 34202
Phone: 941-414-2743
Email: ashley.schnitker@mymanatee.org

5. **STATUS REPORTS.** The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.



6. **PROJECT ACCESSIBILITY.** Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. **USER FEES.** The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.

8. **PROJECT CONDITIONS.** This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. **ADDITIONAL PROJECT CONDITIONS.** WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

- a. Exhibit "B", Matching Funds Certification Requirement, if any.
- b. Exhibit "C", Certification of Law Enforcement Funds, if any.
- c. Exhibit "D", Pre-Agreement Costs, if any.
- d. Exhibit "E", Residential User Fees, if any.
- e. Exhibit "F", Other Project Specific Terms and Conditions, if any.

10. **PROJECT RECORDS; INSPECTION.** The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project 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. WCIND reserves the right to inspect the Project sites, facilities and other waterway related assets, as well as the right to inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. **DEFAULT; REMEDIES.**

a. **Notice; Opportunity to Cure.** If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds, through date of their return to WCIND 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 Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus



interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.

b. Waiver. WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. THIRD-PARTY OPERATORS. The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.

14. SURVIVAL OF CERTAIN TERMS. Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.

15. NO AGENCY RELATIONSHIP. WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.

16. INDEMNIFICATION; SOVEREIGN IMMUNITY. 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 liability limitations set forth in Section 768.28, Fla. Stat.



17. **VENUE; GOVERNING LAW.** All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. **ATTORNEY'S FEES.** In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

20. **MUTUAL TERMINATION.** Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[End of provisions – Signature page follows]



**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



EXHIBIT “A” FUNDING APPLICATION



EXHIBIT "B"
WCIND WATERWAY DEVELOPMENT PROGRAM
MATCHING FUNDS CERTIFICATION REQUIREMENT

Project: _____

County: _____ Project No: _____

The matching funds as further identified in this Project Agreement meet the eligibility requirements under 66A-2.005, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat.

Date

County Liaison Agent

County Administrator or
Financial Officer



EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

County: _____ PROJECT NO: _____

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

Date

County Liaison Agent

County Administrator or

Financial Officer



EXHIBIT “D”
PRE-AGREEMENT COSTS



EXHIBIT “E”
RESIDENTIAL USER FEES



EXHIBIT “F”
OTHER PROJECT SPECIFIC TERMS AND CONDITIONS



EXHIBIT “G”
PROJECT AGREEMENT AMENDMENT FORM

_____ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **AMENDMENT** to the above-described **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Amendment”) is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and _____ COUNTY (the “County”), collectively referred to as the “Parties.”

RECITALS:

WHEREAS, on _____ the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement (“Agreement”) with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County’s requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.
2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:
 - a. **SECTION 1 - PROJECT.** The requested change to the Agreement’s Project [select Category, Title and/or Scope] has been approved. The Agreement’s [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit “A”, Project Scope and Budget, containing the new Category, Title and/or Scope].
 - b. **SECTION 3 –PROJECT FUNDING.** The requested change in the amount of Project funding from \$_____ to \$_____ has been approved. The Agreement’s Project funding amount is amended to now read \$_____ and the new Exhibit “A”, Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit “A”.
4. **[Insert other Sections and detail amendments as necessary]**



5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit “A”, are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[End of provisions – Signature page follows]



[Signature block for amendments to Project Scope and other changes with no changes in Funding Amount]

**WEST COAST INLAND NAVIGATION
DISTRICT**

_____ **County**

By: _____
(Signature & Date)

By: _____
(Signature & Date)

(Print Name & Title)
Address:

(Print Name & Title)
Address:

Phone:
Fax:
Email:

Phone:
Fax:
Email:

[Signature block for amendments to Project Category and/or Funding Amount]

**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



**WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROJECT AGREEMENT**

Manatee__ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Agreement”) made and entered into this ____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and __Manatee__ COUNTY (the “County”), collectively the “Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **PROJECT.** This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the “Program”), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s): ☐Public Navigation; ☐Boater Recreation; ☐Boating Safety and Education; ☒Marine Law Enforcement; ☐Environmental Education; ☐Disaster Relief (hereinafter the “Project”), more specifically described as follows.

a. **Project Title.** City of Holmes Beach Marine Law Enforcement Patrol

Project Scope. The City of Holmes Beach Police Department proposes to enhance Marine Patrol services on WCIND waterways within Manatee County in support of the West Coast Inland Navigation District's mission to preserve and enhance the commercial, recreational, and ecological values of regional waterways. Grant funding will support marine law enforcement activities along approximately eight miles of coastline on Anna Maria Island, including navigable waters adjacent to the incorporated municipalities of the City of Anna Maria and the City of Bradenton Beach. Project expenditures will be applied within WCI ND-designated waterways to strengthen law enforcement presence, improve boater safety, and protect the public welfare. _____

1. **TIME; COMMENCEMENT; COMPLETION.** This Agreement shall become effective on October 1, 2026 and have a term of one year (“Project Period”). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.

a. **Time Extensions.** Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County’s control which warrant the extension. Extension requests shall be submitted for the WCIND Board’s consideration in accordance with Rule 66A-2.0072,



F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Brining the total maximum project period to a possible three years.

b. Failure to Timely Perform. Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement payments and denial of future Program funding requests until the Project is completed or closed to the satisfaction of WCIND. If the County fails to complete the Project within three years from the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County's unencumbered CNIF reserve balances.

2. PROJECT FUNDING. WCIND shall obligate and make available to the County an amount of \$250,432.00 for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable and necessary for the effective and efficient accomplishment of the Project.

a. Matching Funds. Where applicable, the County warrants and represents that it has the matching funds as identified in Exhibit "A" in the amount of \$N/A available for the completion of the Project. Prior to the execution of this Agreement, the County shall, certify the availability and eligibility of such matching funds pursuant to Rule 66A-2.005, F.A.C., using Exhibit "B", Matching Funds Certification.

a. Marine Law Enforcement Funds. Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

b. Pre-Agreement Costs. Unless otherwise approved by the Board for a real property acquisition project under Rule 66A-2.0071, F.A.C., and delineated in Exhibit "D", Pre-Agreement Costs, WCIND shall not allow match credit for any County obligation or expenditure made prior to the execution of this Agreement.

4. PROJECT MANAGEMENT; NOTICES. The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:

WCIND Project Manager:
Charlie Hunsicker, Director
1112 Manatee Ave W

County Liaison Agent:
Ashley Schnitker, Grants Administrator
9000 Town Center Parkway



Bradenton, FL 34205
Phone: 941-748-4501 x 6001
Email: charlie.hunsicker@mymanatee.org

Lakewood Ranch, FL 34202
Phone: 941-414-2743
Email: ashley.schnitker@mymanatee.org

5. **STATUS REPORTS.** The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.

6. **PROJECT ACCESSIBILITY.** Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. **USER FEES.** The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.

8. **PROJECT CONDITIONS.** This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. **ADDITIONAL PROJECT CONDITIONS.** WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

- a. Exhibit "B", Matching Funds Certification Requirement, if any.
- b. Exhibit "C", Certification of Law Enforcement Funds, if any.
- c. Exhibit "D", Pre-Agreement Costs, if any.
- d. Exhibit "E", Residential User Fees, if any.
- e. Exhibit "F", Other Project Specific Terms and Conditions, if any.

10. **PROJECT RECORDS; INSPECTION.** The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project 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. WCIND reserves the right to inspect the Project sites, facilities and other waterway related assets, as well as the right to inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. **DEFAULT; REMEDIES.**



a. **Notice; Opportunity to Cure.** If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds, through date of their return to WCIND 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 Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.

b. **Waiver.** WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. **ENTIRE AGREEMENT; MODIFICATIONS.** This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. **THIRD-PARTY OPERATORS.** The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.

14. **SURVIVAL OF CERTAIN TERMS.** Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.



15. **NO AGENCY RELATIONSHIP.** WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.

16. **INDEMNIFICATION; SOVEREIGN IMMUNITY.** 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 liability limitations set forth in Section 768.28, Fla. Stat.

17. **VENUE; GOVERNING LAW.** All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. **ATTORNEY'S FEES.** In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

20. **MUTUAL TERMINATION.** Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[End of provisions – Signature page follows]



**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



**EXHIBIT “A”
FUNDING APPLICATION**



EXHIBIT "B"
WCIND WATERWAY DEVELOPMENT PROGRAM
MATCHING FUNDS CERTIFICATION REQUIREMENT

Project: _____

County: _____

Project No: _____

The matching funds as further identified in this Project Agreement meet the eligibility requirements under 66A-2.005, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat.

Date

County Liaison Agent

County Administrator or
Financial Officer



EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____ City of Holmes Beach Marine Law Enforcement Patrol _____

County: __Manatee_____ PROJECT NO: _____

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

Date

County Liaison Agent

County Administrator or

Financial Officer



EXHIBIT “D”
PRE-AGREEMENT COSTS



EXHIBIT “E”
RESIDENTIAL USER FEES



EXHIBIT “F”
OTHER PROJECT SPECIFIC TERMS AND CONDITIONS



EXHIBIT “G”
PROJECT AGREEMENT AMENDMENT FORM

_____ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **AMENDMENT** to the above-described **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Amendment”) is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and _____ COUNTY (the “County”), collectively referred to as the “Parties.”

RECITALS:

WHEREAS, on _____ the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement (“Agreement”) with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County’s requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.
2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:

a. **SECTION 1 - PROJECT.** The requested change to the Agreement’s Project [select Category, Title and/or Scope] has been approved. The Agreement’s [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit “A”, Project Scope and Budget, containing the new Category, Title and/or Scope].

b. **SECTION 3 –PROJECT FUNDING.** The requested change in the amount of Project funding from \$_____ to \$_____ has been approved. The Agreement’s Project funding amount is amended to now read \$_____ and the new Exhibit “A”, Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit “A”.

4. **[Insert other Sections and detail amendments as necessary]**



5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit “A”, are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[End of provisions – Signature page follows]



[Signature block for amendments to Project Scope and other changes with no changes in Funding Amount]

**WEST COAST INLAND NAVIGATION
DISTRICT**

_____ **County**

By: _____
(Signature & Date)

By: _____
(Signature & Date)

(Print Name & Title)
Address:

(Print Name & Title)
Address:

Phone:
Fax:
Email:

Phone:
Fax:
Email:

[Signature block for amendments to Project Category and/or Funding Amount]

**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



**WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROJECT AGREEMENT**

Manatee__ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Agreement”) made and entered into this ____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and __Manatee__ COUNTY (the “County”), collectively the “Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **PROJECT.** This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the “Program”), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s): ☐Public Navigation; ☐Boater Recreation; ☐Boating Safety and Education; ☒Marine Law Enforcement; ☐Environmental Education; ☐Disaster Relief (hereinafter the “Project”), more specifically described as follows.

a. **Project Title.** City of Bradenton Boat Operations

Project Scope. _____

a. The requested funds will be utilized to cover fuel and labor costs for conducting regional marine patrols, public safety events, and safety operations. These funds will support law enforcement activities, such as search-and-rescue missions and enforcement efforts, as well as various regional and local water events, including the Regatta, fishing and boating tournaments, races, and other public activities on the water. The operations will prioritize public safety, boating safety, navigation, and wildlife protection. Costs will be shared with the Bradenton Police Department to enhance operations through a cost-sharing arrangement. This revision was submitted on 05/08/2026, removing Search and Rescue Training and associated equipment/technology to reflect only fuel and labor costs.

2. **TIME; COMMENCEMENT; COMPLETION.** This Agreement shall become effective on October 1, 2026 and have a term of one year (“Project Period”). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.

a. **Time Extensions.** Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County’s control which warrant the extension. Extension requests shall be submitted for the WCIND Board’s consideration in accordance with Rule 66A-2.0072,



F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Brining the total maximum project period to a possible three years.

b. Failure to Timely Perform. Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement payments and denial of future Program funding requests until the Project is completed or closed to the satisfaction of WCIND. If the County fails to complete the Project within three years from the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County's unencumbered CNIF reserve balances.

3. PROJECT FUNDING. WCIND shall obligate and make available to the County an amount of \$ 41,600.00 for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable and necessary for the effective and efficient accomplishment of the Project.

a. Matching Funds. Where applicable, the County warrants and represents that it has the matching funds as identified in Exhibit "A" in the amount of \$ 41,600 available for the completion of the Project. Prior to the execution of this Agreement, the County shall, certify the availability and eligibility of such matching funds pursuant to Rule 66A-2.005, F.A.C., using Exhibit "B", Matching Funds Certification.

a. Marine Law Enforcement Funds. Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

b. Pre-Agreement Costs. Unless otherwise approved by the Board for a real property acquisition project under Rule 66A-2.0071, F.A.C., and delineated in Exhibit "D", Pre-Agreement Costs, WCIND shall not allow match credit for any County obligation or expenditure made prior to the execution of this Agreement.

4. PROJECT MANAGEMENT; NOTICES. The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:

WCIND Project Manager:
Charlie Hunsicker, Director
1112 Manatee Ave W

County Liaison Agent:
Ashley Schnitker, Grants Administrator
9000 Town Center Parkway



Bradenton, FL 34205
Phone: 941-748-4501 x 6001
Email: charlie.hunsicker@mymanatee.org

Lakewood Ranch, FL 34202
Phone: 941-414-2743
Email: ashley.schnitker@mymanatee.org

5. **STATUS REPORTS.** The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.

6. **PROJECT ACCESSIBILITY.** Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. **USER FEES.** The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.

8. **PROJECT CONDITIONS.** This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. **ADDITIONAL PROJECT CONDITIONS.** WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

- a. Exhibit "B", Matching Funds Certification Requirement, if any.
- b. Exhibit "C", Certification of Law Enforcement Funds, if any.
- c. Exhibit "D", Pre-Agreement Costs, if any.
- d. Exhibit "E", Residential User Fees, if any.
- e. Exhibit "F", Other Project Specific Terms and Conditions, if any.

10. **PROJECT RECORDS; INSPECTION.** The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project 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. WCIND reserves the right to inspect the Project sites, facilities and other waterway related assets, as well as the right to inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. **DEFAULT; REMEDIES.**



a. **Notice; Opportunity to Cure.** If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds, through date of their return to WCIND 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 Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.

b. **Waiver.** WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. **ENTIRE AGREEMENT; MODIFICATIONS.** This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. **THIRD-PARTY OPERATORS.** The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.

14. **SURVIVAL OF CERTAIN TERMS.** Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.



15. **NO AGENCY RELATIONSHIP.** WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.

16. **INDEMNIFICATION; SOVEREIGN IMMUNITY.** 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 liability limitations set forth in Section 768.28, Fla. Stat.

17. **VENUE; GOVERNING LAW.** All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. **ATTORNEY'S FEES.** In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

20. **MUTUAL TERMINATION.** Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[End of provisions – Signature page follows]



**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



EXHIBIT “A” FUNDING APPLICATION



EXHIBIT "B"
WCIND WATERWAY DEVELOPMENT PROGRAM
MATCHING FUNDS CERTIFICATION REQUIREMENT

Project: ____City of Bradenton Boat Operations _____

County: ____Manatee_____ Project No: _____

The matching funds as further identified in this Project Agreement meet the eligibility requirements under 66A-2.005, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat.

Date

County Liaison Agent

County Administrator or
Financial Officer



EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____ City of Bradenton Boat Operations _____

County: _____ Manatee _____ PROJECT NO: _____

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

Date

County Liaison Agent

County Administrator or

Financial Officer



EXHIBIT “D”
PRE-AGREEMENT COSTS



EXHIBIT “E”
RESIDENTIAL USER FEES



EXHIBIT “F”
OTHER PROJECT SPECIFIC TERMS AND CONDITIONS



EXHIBIT “G”
PROJECT AGREEMENT AMENDMENT FORM

_____ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **AMENDMENT** to the above-described **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Amendment”) is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and _____ COUNTY (the “County”), collectively referred to as the “Parties.”

RECITALS:

WHEREAS, on _____ the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement (“Agreement”) with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County’s requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.
2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:
 - a. **SECTION 1 - PROJECT.** The requested change to the Agreement’s Project [select Category, Title and/or Scope] has been approved. The Agreement’s [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit “A”, Project Scope and Budget, containing the new Category, Title and/or Scope].
 - b. **SECTION 3 –PROJECT FUNDING.** The requested change in the amount of Project funding from \$_____ to \$_____ has been approved. The Agreement’s Project funding amount is amended to now read \$_____ and the new Exhibit “A”, Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit “A”.
4. **[Insert other Sections and detail amendments as necessary]**



5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit “A”, are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[End of provisions – Signature page follows]



[Signature block for amendments to Project Scope and other changes with no changes in Funding Amount]

**WEST COAST INLAND NAVIGATION
DISTRICT**

_____ **County**

By: _____
(Signature & Date)

By: _____
(Signature & Date)

(Print Name & Title)
Address:

(Print Name & Title)
Address:

Phone:
Fax:
Email:

Phone:
Fax:
Email:

[Signature block for amendments to Project Category and/or Funding Amount]

**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



**WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROJECT AGREEMENT**

Manatee__ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Agreement”) made and entered into this ____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and __Manatee__ COUNTY (the “County”), collectively the “Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PROJECT. This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the “Program”), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s): ☐Public Navigation; ☒Boater Recreation; ☐Boating Safety and Education; ☐Marine Law Enforcement; ☐Environmental Education; ☐Disaster Relief (hereinafter the “Project”), more specifically described as follows.

a. Project Title. City of Palmetto Boat Ramp Rehabilitation Project

b. Project Scope. This project will fund the replacement of decking, pile caps and bumpers.

2. TIME; COMMENCEMENT; COMPLETION. This Agreement shall become effective on October 1, 2026 and have a term of one year (“Project Period”). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.

a. Time Extensions. Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County’s control which warrant the extension. Extension requests shall be submitted for the WCIND Board’s consideration in accordance with Rule 66A-2.0072, F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Brining the total maximum project period to a possible three years.

b. Failure to Timely Perform. Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement payments and denial of future Program funding requests until the Project is completed or closed to the satisfaction of WCIND. If the County fails to complete the Project within three years from



the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County's unencumbered CNIF reserve balances.

3. **PROJECT FUNDING.** WCIND shall obligate and make available to the County an amount of \$ 20,000.00 for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable and necessary for the effective and efficient accomplishment of the Project.

a. **Matching Funds.** Where applicable, the County warrants and represents that it has the matching funds as identified in Exhibit "A" in the amount of \$ 20,000.00 available for the completion of the Project. Prior to the execution of this Agreement, the County shall, certify the availability and eligibility of such matching funds pursuant to Rule 66A-2.005, F.A.C., using Exhibit "B", Matching Funds Certification.

a. **Marine Law Enforcement Funds.** Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

b. **Pre-Agreement Costs.** Unless otherwise approved by the Board for a real property acquisition project under Rule 66A-2.0071, F.A.C., and delineated in Exhibit "D", Pre-Agreement Costs, WCIND shall not allow match credit for any County obligation or expenditure made prior to the execution of this Agreement.

4. **PROJECT MANAGEMENT; NOTICES.** The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:

WCIND Project Manager:

Charlie Hunsicker, Director
1112 Manatee Ave W
Bradenton, FL 34205
Phone: 941-748-4501 x 6001
Email: charlie.hunsicker@mymanatee.org

County Liaison Agent:

Ashley Schnitker, Grants Administrator
9000 Town Center Parkway
Lakewood Ranch, FL 34202
Phone: 941-414-2743
Email: ashley.schnitker@mymanatee.org

5. **STATUS REPORTS.** The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-



2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.

6. **PROJECT ACCESSIBILITY.** Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. **USER FEES.** The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.

8. **PROJECT CONDITIONS.** This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. **ADDITIONAL PROJECT CONDITIONS.** WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

- a. Exhibit "B", Matching Funds Certification Requirement, if any.
- b. Exhibit "C", Certification of Law Enforcement Funds, if any.
- c. Exhibit "D", Pre-Agreement Costs, if any.
- d. Exhibit "E", Residential User Fees, if any.
- e. Exhibit "F", Other Project Specific Terms and Conditions, if any.

10. **PROJECT RECORDS; INSPECTION.** The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project 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. WCIND reserves the right to inspect the Project sites, facilities and other waterway related assets, as well as the right to inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. **DEFAULT; REMEDIES.**

a. **Notice; Opportunity to Cure.** If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds,



through date of their return to WCIND 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 Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.

b. Waiver. WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. THIRD-PARTY OPERATORS. The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.

14. SURVIVAL OF CERTAIN TERMS. Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.

15. NO AGENCY RELATIONSHIP. WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.



16. INDEMNIFICATION; SOVEREIGN IMMUNITY. 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 liability limitations set forth in Section 768.28, Fla. Stat.

17. VENUE; GOVERNING LAW. All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. ATTORNEY'S FEES. In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

20. MUTUAL TERMINATION. Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[End of provisions – Signature page follows]



**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



EXHIBIT “A” FUNDING APPLICATION



EXHIBIT "B"
WCIND WATERWAY DEVELOPMENT PROGRAM
MATCHING FUNDS CERTIFICATION REQUIREMENT

Project: _____City of Palmetto Boat Ramp Rehabilitation Project_____

County: __Manatee_____

Project No: _____

The matching funds as further identified in this Project Agreement meet the eligibility requirements under 66A-2.005, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat.

Date

County Liaison Agent

County Administrator or
Financial Officer



EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

County: _____ PROJECT NO: _____

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

Date

County Liaison Agent

County Administrator or

Financial Officer



EXHIBIT “D”
PRE-AGREEMENT COSTS



EXHIBIT “E”
RESIDENTIAL USER FEES



EXHIBIT “F”
OTHER PROJECT SPECIFIC TERMS AND CONDITIONS



EXHIBIT “G”
PROJECT AGREEMENT AMENDMENT FORM

_____ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **AMENDMENT** to the above-described **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Amendment”) is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and _____ COUNTY (the “County”), collectively referred to as the “Parties.”

RECITALS:

WHEREAS, on _____ the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement (“Agreement”) with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County’s requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.
2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:
 - a. **SECTION 1 - PROJECT.** The requested change to the Agreement’s Project [select Category, Title and/or Scope] has been approved. The Agreement’s [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit “A”, Project Scope and Budget, containing the new Category, Title and/or Scope].
 - b. **SECTION 3 –PROJECT FUNDING.** The requested change in the amount of Project funding from \$_____ to \$_____ has been approved. The Agreement’s Project funding amount is amended to now read \$_____ and the new Exhibit “A”, Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit “A”.
4. **[Insert other Sections and detail amendments as necessary]**



5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit “A”, are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[End of provisions – Signature page follows]



[Signature block for amendments to Project Scope and other changes with no changes in Funding Amount]

**WEST COAST INLAND NAVIGATION
DISTRICT**

_____ **County**

By: _____
(Signature & Date)

By: _____
(Signature & Date)

(Print Name & Title)
Address:

(Print Name & Title)
Address:

Phone:
Fax:
Email:

Phone:
Fax:
Email:

[Signature block for amendments to Project Category and/or Funding Amount]

**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



**WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROJECT AGREEMENT**

Manatee__ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Agreement”) made and entered into this ____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and __Manatee__ COUNTY (the “County”), collectively the “Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PROJECT. This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the “Program”), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s): ☒ Public Navigation; ☐ Boater Recreation; ☐ Boating Safety and Education; ☐ Marine Law Enforcement; ☐ Environmental Education; ☐ Disaster Relief (hereinafter the “Project”), more specifically described as follows.

a. Project Title. City of Palmetto Derelict Vessel Removal

b. Project Scope. This project will fund the removal of sunk and derelict boats from our waters and their proper disposal

2. TIME; COMMENCEMENT; COMPLETION. This Agreement shall become effective on October 1, 2026 and have a term of one year (“Project Period”). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.

a. Time Extensions. Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County’s control which warrant the extension. Extension requests shall be submitted for the WCIND Board’s consideration in accordance with Rule 66A-2.0072, F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Brining the total maximum project period to a possible three years.

b. Failure to Timely Perform. Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement payments and denial of future Program funding requests until the Project is completed or closed to the satisfaction of WCIND. If the County fails to complete the Project within three years from



the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County's unencumbered CNIF reserve balances.

3. **PROJECT FUNDING.** WCIND shall obligate and make available to the County an amount of \$ 20,000.00 for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable and necessary for the effective and efficient accomplishment of the Project.

a. **Matching Funds.** Where applicable, the County warrants and represents that it has the matching funds as identified in Exhibit "A" in the amount of \$_____ available for the completion of the Project. Prior to the execution of this Agreement, the County shall, certify the availability and eligibility of such matching funds pursuant to Rule 66A-2.005, F.A.C., using Exhibit "B", Matching Funds Certification.

a. **Marine Law Enforcement Funds.** Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

b. **Pre-Agreement Costs.** Unless otherwise approved by the Board for a real property acquisition project under Rule 66A-2.0071, F.A.C., and delineated in Exhibit "D", Pre-Agreement Costs, WCIND shall not allow match credit for any County obligation or expenditure made prior to the execution of this Agreement.

4. **PROJECT MANAGEMENT; NOTICES.** The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:

WCIND Project Manager:

Charlie Hunsicker, Director
1112 Manatee Ave W
Bradenton, FL 34205
Phone: 941-748-4501 x 6001
Email: charlie.hunsicker@mymanatee.org

County Liaison Agent:

Ashley Schnitker, Grants Administrator
9000 Town Center Parkway
Lakewood Ranch, FL 34202
Phone: 941-414-2743
Email: ashley.schnitker@mymanatee.org

5. **STATUS REPORTS.** The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-



2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.

6. **PROJECT ACCESSIBILITY.** Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. **USER FEES.** The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.

8. **PROJECT CONDITIONS.** This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. **ADDITIONAL PROJECT CONDITIONS.** WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

- a. Exhibit "B", Matching Funds Certification Requirement, if any.
- b. Exhibit "C", Certification of Law Enforcement Funds, if any.
- c. Exhibit "D", Pre-Agreement Costs, if any.
- d. Exhibit "E", Residential User Fees, if any.
- e. Exhibit "F", Other Project Specific Terms and Conditions, if any.

10. **PROJECT RECORDS; INSPECTION.** The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project 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. WCIND reserves the right to inspect the Project sites, facilities and other waterway related assets, as well as the right to inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. **DEFAULT; REMEDIES.**

a. **Notice; Opportunity to Cure.** If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds,



through date of their return to WCIND 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 Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.

b. Waiver. WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. THIRD-PARTY OPERATORS. The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.

14. SURVIVAL OF CERTAIN TERMS. Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.

15. NO AGENCY RELATIONSHIP. WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.



16. INDEMNIFICATION; SOVEREIGN IMMUNITY. 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 liability limitations set forth in Section 768.28, Fla. Stat.

17. VENUE; GOVERNING LAW. All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. ATTORNEY'S FEES. In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

20. MUTUAL TERMINATION. Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[End of provisions – Signature page follows]



**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____



EXHIBIT “A” FUNDING APPLICATION



EXHIBIT "B"
WCIND WATERWAY DEVELOPMENT PROGRAM
MATCHING FUNDS CERTIFICATION REQUIREMENT

Project: _____

County: _____ Project No: _____

The matching funds as further identified in this Project Agreement meet the eligibility requirements under 66A-2.005, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat.

Date

County Liaison Agent

County Administrator or
Financial Officer



EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

County: _____ PROJECT NO: _____

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

Date

County Liaison Agent

County Administrator or

Financial Officer



EXHIBIT “D”
PRE-AGREEMENT COSTS



EXHIBIT “E”
RESIDENTIAL USER FEES



EXHIBIT “F”
OTHER PROJECT SPECIFIC TERMS AND CONDITIONS



EXHIBIT “G”
PROJECT AGREEMENT AMENDMENT FORM

_____ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **AMENDMENT** to the above-described **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the “Amendment”) is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District (“WCIND”), and _____ COUNTY (the “County”), collectively referred to as the “Parties.”

RECITALS:

WHEREAS, on _____ the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement (“Agreement”) with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County’s requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.
2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:
 - a. **SECTION 1 - PROJECT.** The requested change to the Agreement’s Project [select Category, Title and/or Scope] has been approved. The Agreement’s [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit “A”, Project Scope and Budget, containing the new Category, Title and/or Scope].
 - b. **SECTION 3 –PROJECT FUNDING.** The requested change in the amount of Project funding from \$_____ to \$_____ has been approved. The Agreement’s Project funding amount is amended to now read \$_____ and the new Exhibit “A”, Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit “A”.
4. **[Insert other Sections and detail amendments as necessary]**



5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit “A”, are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[End of provisions – Signature page follows]



[Signature block for amendments to Project Scope and other changes with no changes in Funding Amount]

**WEST COAST INLAND NAVIGATION
DISTRICT**

_____ **County**

By: _____
(Signature & Date)

By: _____
(Signature & Date)

(Print Name & Title)
Address:

(Print Name & Title)
Address:

Phone:
Fax:
Email:

Phone:
Fax:
Email:

[Signature block for amendments to Project Category and/or Funding Amount]

**ATTEST: [Print Name],
AGENCY CLERK**

**WEST COAST INLAND NAVIGATION
DISTRICT**

By: _____
[Print Name], Executive Director and
Agency Clerk

By: _____
WCIND Chair

Date: _____

ATTEST:

_____ **County**

By: _____
County Clerk

By: _____
[Print Name & Title]

Date: _____

