

A RESOLUTION ESTABLISHING A DREDGING PROGRAM MINUTE BOOK NO. 42
WITH FUNDING PROVIDED BY THE WEST COAST INLAND
NAVIGATION DISTRICT (GRANTOR) TO MANATEE
COUNTY (GRANTEE) WITH TERMS FOR COMPLETION.

WHEREAS, the Grantor is empowered and authorized by Section 374.976, Florida Statutes, to undertake programs intended to alleviate problems associated with its waterway, and

WHEREAS, the Grantee is a member County of the West Coast Inland Navigation District, and

WHEREAS, the Grantee has applied for and received prior approval for funding to undertake projects during FY 92-93, and

WHEREAS, the Chairman of the Manatee County Board of County Commissioners is authorized to enter into agreements with the West Coast Inland Navigation District to receive these funds, and

WHEREAS, the Grantee acknowledges the necessity of assigning a Project Administrator to serve as liaison with the West Coast Inland Navigation District in routine matters and provide direct supervision and administration, and

WHEREAS, the Grantor and the Grantee wish to cooperatively achieve their mutual objectives,

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

1. The County agrees to begin within six (6) months after the execution date of the Agreement attached hereto as Exhibit A (hereinafter the "Agreement") and shall complete on or before 365 days after execution of the Agreement, the Project identified as follows:

MANATEE COUNTY DREDGING PROGRAM TO INCLUDE:

Dredging of Bowlees Creek, Bayshore Canal, Palma Sola Bay Yacht Basin, Sunny Shores Canal, San Remo Shores/Palma Sola Harbor Condominiums, Manatee Riverfront Mobile Home Park and Bay Colony to improve access to the Manatee County waterways and provide for safer boating.

2. The Chairman or Vice Chairman of the Board of County Commissioners is authorized to execute the Agreement.
3. Richard A. Wilford, Manatee County Public Works Department, is the Grantee's assigned Project Administrator for the project described in 1.a., b., c., d., and e., above, who is knowledgeable of the West Coast Inland Navigation District Funding Program.

ADOPTED with a quorum present and voting this the 16
day of June, 1992.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: Kathy A. Snel

ATTEST: R.B. SHORE
Clerk of the Circuit Court

R. B. Shore - Clerk

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

Contract No. _____

Approval Date: October 1, 19__

WEST COAST INLAND NAVIGATION DISTRICT, hereinafter referred to as "WCIND," and MANATEE COUNTY, hereinafter referred to as the COUNTY, in pursuance of a waterway development project approved under the WCIND Waterway Development Program, hereby agree to the following terms and conditions:

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 16S-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on _____, 1990.

2. The COUNTY agrees to implement the waterway development project known as DREDGING (WCIND Project No. _____), in accordance with the following project elements:

Dredging of Bowlees Creek, Bayshore Canal, Palma Sola Bay Yacht Basin, Sunny Shores Canal, San Remo Shores/Palma Sola Harbor Condominiums, Manatee Riverfront Mobile Home Park and Bay Colony.

3. The COUNTY agrees to begin the project within six (6) months after the approval date of this Agreement and shall complete the project on or before 365 days after the approval date. If the project is not completed within this time, WCIND shall withhold further payment and deny any further request for project approvals until the project has been completed.

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$ 179,500.00 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 16S-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on _____, 1990.

6. The COUNTY shall retain all records supporting project costs for three (3) years after the end of the fiscal year in which the final program payment was released by WCIND, or until final resolution of any litigation, claim, or audit that started prior to the expiration of the three-year record retention period.

7. WCIND reserves the right to inspect the project as well as the right to audit any and all financial records pertaining to the project at any reasonable time. This Agreement can be unilaterally canceled by WCIND should the COUNTY refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Agreement pursuant to the provision of Chapter 119, Florida Statutes.

8. If it becomes necessary for WCIND to demand a refund of any or all funds tendered pursuant to this Agreement, the COUNTY agrees to return said funds to WCIND within sixty (60) days, with interest from date of receipt through date of return of the funds at the same rate which would have been paid during said period for the funds if they have been invested in the State of Florida Administration Pool. If not returned within sixty (60) days, the COUNTY understands and agrees that any further COUNTY requests for funding as to this or any other project under WCIND administration shall be denied until the funds have been returned.

9. Following receipt of an audit report identifying any reimbursement due WCIND, the COUNTY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified, or to return the amount due.

10. In the event the COUNTY elects to implement a user fee system for any public facilities funded in whole or in part by WCIND funds under the WCIND Waterway Development program, the COUNTY agrees to impose such fees uniformly among the users regardless of race, sex, age, religion or the political jurisdiction in which the user may reside.

11. The COUNTY agrees to hold WCIND harmless from any liability or claims that may result from the implementation of the project or from alleged negligence in maintenance or operation.

12. James M. Armstrong, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due on December 31, March 31, June 30, and September 30) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

13. It shall be the responsibility of the COUNTY to secure all required permits.

14. The COUNTY shall insure that all purchases of goods and services for the accomplishment of the project shall be secured in accordance with the provision of Chapter 287 of the Florida Statutes.

15. WCIND and COUNTY mutually agree to the following special terms and conditions incorporated as part of this Agreement:

See exhibit "A"

16. This Agreement shall become effective on the date of the signature of the Chairman or Vice Chairman of the Board of Commissioners of the West Coast Inland Navigation District.

IN WITNESS WHEREOF, this Project Agreement has been dated for convenience as the date hereinabove first written, but in fact executed by the respective parties on the dates shown below.

Attest:

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Title: _____

Date: _____

Attest:

COUNTY OF MANATEE

By: Kathy A. Snell

Title: Chairman, Manatee County
Board of County Commissioners
Kathy A. Snell

Date: 6/16/92

R.B. Shore, Clerk of Circuit Court
R.B. Shore, Clerk of Circuit Court

EXHIBIT "A"
DISPOSAL OF ASSETS ACQUIRED WITH
WCIND GRANT FUNDS

Disposal of assets acquired with WCIND grant funds (such as tools, equipment, boats, motors, office furniture, law enforcement and safety equipment, and other materials, shall be handled in accordance with the following provisions;

A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.

B. When original or replacement assets or equipment acquired under a WCIND grant are [a] sold (except as authorized in the preceding paragraph); [b] no longer available for use in a WCIND-sponsored program; [c] used for purposes not authorized by WCIND; or [d] no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:

1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold or otherwise disposed of without any further obligation to WCIND.

2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.

16. This Agreement shall become effective on the date of the signature of the Chairman or Vice-Chairman of the Board of Commissioners of the West Coast Inland Navigation District.

IN WITNESS WHEREOF, this Project Agreement has been dated for convenience as the date hereinabove first written, but in fact executed by the respective parties on the dates shown below.

WEST COAST INLAND NAVIGATION DISTRICT

Attest:

By: _____

Title

Date: _____

county of _____

Attest:

By: _____

Title

Date: _____