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

_____ 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 _____ 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.** [_____ Enter the Project’s title. _____]

b. **Project Scope.** [_____ Enter the description of the Project’s scope and the activities, components, elements or work to be completed thereunder _____]

2. **TIME; COMMENCEMENT; COMPLETION.** This Agreement shall become effective on [Enter effective date – for budget-cycle projects the effective date is October 1st of the year of approval; for off-cycle projects, the effective date is the WCIND Board meeting date where the project is approved] 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 \$ _____ 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:

[Insert name & title]

[Insert address]

Phone:

Fax:

Email:

County Liaison Agent:

[Insert name & title]

[Insert address]

Phone:

Fax:

Email:

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)

(Print Name & Title)

Address:

Address:

Phone:

Phone:

Fax:

Fax:

Email:

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: _____
[Print Name & Title]

By: _____
County Clerk

Date: _____

