

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-513(Applicant)
Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as **Navigation Improvements FY19/20** (WCIND Project No. L-513), in accordance with the following project elements:

Contractual services, materials, and equipment necessary for aids to navigation, markers, dredging, removal of hazards, information regarding navigation issues, and other activities directly related to public navigation routes, accesses, and destinations.

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.

COPY

Sent back for West Coast Inland Nav Dist /s/

A4 fka C13
5-21-19R

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 \$ 250,000 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest: _____

Title

_____ Date: _____

Attest:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: Missy Flint
Deputy Clerk

BY: D.W. Ditt
Assistant County Manager



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: L. Chuck Lira
Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

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

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

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

C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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

PROJECT: _____

COUNTY: _____ PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION**

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-514(Applicant)
Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as **Navigation Enhancement FY19/20** (WCIND Project No. L-514), in accordance with the following project elements:

Removal of abandoned and derelict vessels, marine debris, and other materials which detract from the navigation experience. Enhancements to navigation areas and associated facilities, boating destinations and marine habitats.

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 \$ 200,000 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest:

Title

_____ Date: _____

Attest:

LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: Missy Flint

Deputy Clerk

BY: D.W. II

Assistant County Manager



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: Chuck Lira

Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
 - 1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
 - 2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

EXHIBIT "B"
MATCHING FUNDS CERTIFICATION REQUIREMENT

WCIND WATERWAY DEVELOPMENT PROGRAM

PROJECT: _____

COUNTY: _____ PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION**

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-515(Applicant)

Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as **Countywide Navigation Enforcement** (WCIND Project No. L-515), in accordance with the following project elements:

Funding for marine law enforcement activity to enforce natural resources issues related to navigation within district waters.

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.

COPY

Sent back for West Coast Inland Nav Dist /s/

A4 fka C13
5-21-19R

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 \$ 102,385 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest: _____

Title

_____ Date: _____

Attest:

LINDA DOGGETT, CLERK

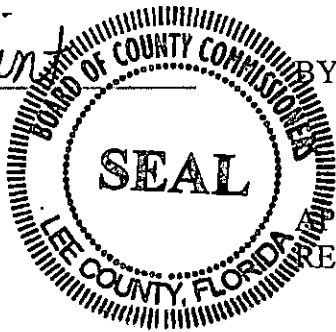
BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: Missy Flint

Deputy Clerk

BY: W. H. II

Assistant County Manager



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: Chuck Lima

Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
 - 1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
 - 2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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

PROJECT: _____

COUNTY: _____ PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-516(Applicant)
Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as Marine LE - Estero FY20 (WCIND Project No. L-516), in accordance with the following project elements:

Marine law enforcement activity within district waters.

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.

A4 fka C13
5-21-19R

COPY

Sent back for West Coast Inland Nav Dist /s/

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$ 10,608 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest: _____

Title

_____ Date: _____

Attest:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: Missy Flint
Deputy Clerk

BY: D.W. I. F.
Assistant County Manager



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: S. P. Chuck Lira
Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
 - 1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
 - 2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

EXHIBIT "B"
MATCHING FUNDS CERTIFICATION REQUIREMENT

WCIND WATERWAY DEVELOPMENT PROGRAM

PROJECT: _____

COUNTY: _____ PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION**

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-517(Applicant)
Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as Marine LE - FMB FY20 (WCIND Project No. L-517), in accordance with the following project elements:

Marine law enforcement activity within district waters.

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.

A4 fka C13
5-21-19R

COPY

Sent back for West Coast Inland Nav Dist /s/

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$ 25,000 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest: _____

Title

_____ Date: _____

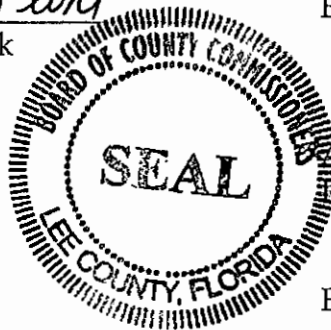
Attest:

LINDA DOGGETT, CLERK
LEE COUNTY CLERK OF COURTS

BY: Missy Flint
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: D.W. H. H.
Assistant County Manager



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: S. Chuck Lira
Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

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

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

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

C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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

PROJECT: _____

COUNTY: _____

PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION**

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

AGREEMENT FOR WCIND SUBGRANT FUNDING

THIS AGREEMENT is entered into by and between the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as the "County" and Town of Fort Myers Beach hereafter referred to as "Recipient", and is for implementation of the Marine LE - FMB FY20 Project for Marine law enforcement activity within district waters. (Law Enforcement L-517) (hereafter "Project") to be carried out with funding provided by the Recipient, and grant funding provided by the County from the WEST COAST INLAND NAVIGATION DISTRICT (hereafter "WCIND") under its Waterway Development Program.

WHEREAS, the County is considered the applicant and assumes responsibility for the grant funds; and

WHEREAS, the Recipient is a co-applicant and will assume responsibility for daily grant administration; and

WHEREAS, the County, on May 21, 2019 adopted Resolution No. 19-05-15 and certified that the moneys from the WCIND Waterway Development Program will be appropriately and effectively used by Recipient for its Project, and that the grant funds will not be used to supplant existing County budget allocations; and

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

WHEREAS, the County has approved the Recipient's request for grant funding under the WCIND Waterway Development Program in accordance with their Pre-Application Form for Sub-grantees, incorporated herein by reference;

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be governed and construed in accordance with the provisions of Florida Statutes, and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Rule 66A-2, Florida Administrative Code). In the event that any provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not been expended prior to the date of the Notice to Terminate.
2. The County agrees, warrants and covenants to distribute funds to Recipient on a reimbursement basis for project costs accrued in accordance with the scope of work specified in Resolution No. 19-05-15 and the agreement between WCIND and the County. The funding of the grant shall not exceed

\$25,000 during the County's fiscal 2019-2020 year. No reimbursement shall be made for expenses made prior to October 1, 2019.

3. The Recipient agrees, warrants, and covenants that:
 - a. All moneys expended shall be for services, equipment, and supplies solely used to further the goals and objectives of the WCIND Waterway Development Program, as set forth in the current grant program guidelines in Rule 66A-2, Florida Administrative Code. Moneys shall not be used for tools, equipment, boats, motors, office furniture and supplies, law enforcement and safety equipment, contract labor and materials not used exclusively for the authorized project, in-house labor, equipment or other services, and operational or administrative costs.
 - b. All funds used for the project which are expended to acquire professional architectural, engineering, landscape architecture or land surveying services for the accomplishment of the project shall be secured in accordance with the provisions of Chapter 287, Florida Statutes. (NOTE: Rule 66A-2.005(2)(b), F.A.C., provides that moneys from the WCIND Waterway Development Program Fund shall not be used for project-related pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utilities fees.)
 - c. All purchases of equipment and supplies shall be made on a competitive basis. Items with a purchase price of \$2000.00 or greater must have no less than three written bids. Bids must be submitted to the County for approval prior to purchases being made. Costs for items purchased without the required prior approval may not be eligible for reimbursement. Exceptions may be granted by the County, subject to applicable rules and regulations, but must be requested in writing and describe why the Recipient cannot meet the bidding requirement.
 - d. WCIND funds may not be used for any land acquisition projects.
 - e. The Recipient agrees to submit quarterly signed project status reports to the County which are due 15 days after the months of December, March, June and September. Failure to provide timely reports may result in termination of the Project Agreement, or loss of present or future funding eligibility.

- f. (checked if applicable) For environmental education or boater safety projects, the recipient must also provide in their quarterly and annual reports the following in order to show an established curriculum relating to the waters of the WCIND:
 - i. Who attended and taught the course.
 - ii. Date class was held.
 - iii. Location of class.
 - iv. Course material.
- g. X (checked if applicable) Matching funds are required for this project. The Recipient must identify and enumerate the amount of all matching funds in quarterly and annual reports. Matching funds must be cash only and constitute 50% of the total project cost.
- h. X (checked if applicable) This project is for marine enforcement. The Recipient must identify and include the following information in all quarterly and annual reports:
 - i. standard Marine Enforcement Quarterly Report Form
 - ii. documentation of warnings and citations
 - iii. general activity as it pertains to vessels or equipment with a purchased value of \$5,000 or greater that WCIND funds were used to produce
- i. Official communications shall be delivered as follows.

County designated Liaison Agent:

Michael Campbell
Lee County Natural Resources
P.O. Box 398
Ft. Myers, FL 33902-0398
239-533-8133 phone
239-485-8408 fax
mcampbell@leegov.com

Recipient designated Project Manager who shall be responsible for ensuring performance of the terms and conditions of this Agreement:

Name	Chelsea O'Riley
Title	Public Works Manager
Company	Town of Fort Myers Beach
Address	2525 Estero Blvd
City, State, Zip	Fort Myers Beach, FL 33931
Phone	(239) 765-0202
Fax	
Email	chelsea@fmbgov.com

Changes to the listed contact information shall be submitted immediately in writing to the other party.

4. The County and the Recipient agree, covenant, and warrant as follows:
- a. The grant funds will be disbursed no more than monthly based on project deliverables to Recipient upon receipt of appropriate paid invoices with sufficient supporting documentation and a report indicating activities that have occurred during the billing period. Project deliverables must be verifiable to reflect the work accomplished before funds will be disbursed.
 - b. The Recipient shall prepare and submit to the County an annual report (due by the end of each calendar year) summarizing the work accomplished, problems encountered, location and status of equipment with a purchase value of \$5000 or more and other relevant information. The annual reporting requirement shall remain in effect until the County has verified in writing to the Recipient that no equipment or asset remains with a value of \$5000 or more.
 - c. The County has the right to terminate the grant and demand full refund of all moneys in the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, WCIND rules, or other applicable statutes and rules.
 - d. This grant period is for eleven months only. All unspent grant funds remaining at the end of the grant period, August 30, 2020, will be returned to WCIND for use in the Lee County Countywide Navigation Improvement Fund. A one year extension may be granted under extenuating circumstances. A written request for extension must be submitted prior to July 31, 2020.

- e. Accurate records of expenditures of grant funds shall be maintained and these records shall be available at all reasonable times for inspection, review or audit by the County and WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period and until all annual reporting requirements have been satisfied.
- f. Expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the County's Clerk of the Circuit Court and WCIND's Executive Director who may seek additional information as the circumstances require.
- g. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments.
- h. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods and services associated with the Project conducted with grant moneys. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient.
- i. Neither party to this Agreement may assign this Agreement without prior written consent of the other party.
- j. This Agreement may be terminated and the Recipient shall return to the County all moneys received from the County under this Agreement, upon the occurrence of one or more of the following events:
 - (1) Should it be determined that the County is not a qualified grantee for funds awarded under the applicable statutes or rules, or
 - (2) Should the Recipient fail to provide the quarterly and annual reports and documents required under this Agreement in accordance with the grant criteria or fail to expend the funds in a manner consistent with the grant criteria.
- k. Upon written notice by the County of the occurrence of either one of the conditions stated above, the Recipient shall, within thirty (30) days thereafter, return the funds to the County

without regard to whether such funds have already been expended or encumbered by the Recipient.

- l. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed with the same formality as this Agreement.
- m. In the event that any section or paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining sections or paragraphs, but shall be confined solely to the sections or paragraphs involved in such decision.
- n. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.
- o. Any capital equipment expenditure made under this grant shall become the property of the County when it is no longer necessary for or used for the Recipient's Project unless the County (and, if necessary, WCIND) releases the capital equipment to the Recipient pursuant to Exhibit "A", Disposal of Assets Acquired with WCIND Grant Funds.
- p. The County and Recipient mutually agree to the following special terms and conditions incorporated as part of this Agreement:
 - (1) Exhibit "A" - Disposal of Assets Acquired with WCIND Grant Funds;
 - (2) Exhibit "B" - (check if applicable):
 - X Matching Funds Certification Form;
 - X Certification of Law Enforcement Expenditures;
 - X Standard Marine Enforcement Quarterly Report Form
 - Quarterly Report Form,(Applicable to all except LE)
 - (3) Exhibit "C" - Definition of Funding Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned officials, as duly authorized this 9th day of September, 2019.

FOR THE COUNTY:

ATTEST:
LINDA DOGGETT, CLERK

BY: Melissa Butler
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: DW. II
ASSISTANT COUNTY MANAGER

APPROVED AS TO LEGAL FORM
FOR THE RELIANCE OF LEE COUNTY ONLY

BY: John J. Dwyer
LEE COUNTY ATTORNEY'S OFFICE



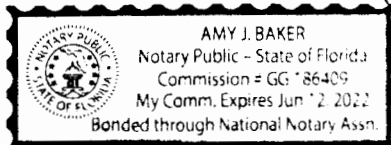
FOR THE RECIPIENT:

By: Roger T. Hernstadt
Type Name: Roger T. Hernstadt
Title: Town Manager
Address: 2525 Estero Blvd.
Fort Myers Beach, FL
33931

Patty Perout
Witness
[Signature]
Witness

The foregoing instrument was acknowledged before me in the State of Florida, County of Lee, this 20th day of August, 2019, by Roger T. Hernstadt, who produced (personally known to me) as identification. WITNESS my hand and official seal in the County and State last aforesaid this 20th day of August, 2019.

(SEAL)



Notary Public

Printed Name of Notary Public

My Commission Expires:

June 12, 2022

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

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

1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.

C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

WEST COAST INLAND NAVIGATION DISTRICT

WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF MATCHING FUNDS REQUIREMENT

PROJECT: Marine LE - FMB FY20

COUNTY: LEE

PROJECT NO: L-517

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

Date

Recipient

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

DATE

ACCEPTED BY COUNTY
LIAISON AGENT:

(6830)

WEST COAST INLAND NAVIGATION DISTRICT
WCIND WATERWAY DEVELOPMENT PROGRAM

CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: Marine LE - FMB FY20

COUNTY: LEE

PROJECT NO: L-517

I certify that all funds allocated for the above named project were expended for marine law enforcement only, pursuant to the Waterway Development Program rules and regulations adopted by WCIND on November 11, 1990, and as authorized by Section 374.976, Florida Statutes, to ensure program funds are not used to supplement other activities.

Date

Recipient

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

DATE

ACCEPTED BY COUNTY

LIAISON AGENT:

(6843)

LEE COUNTY ENVIRONMENTAL SERVICES DIVISION MARINE SERVICES PROGRAM STANDARD MARINE ENFORCEMENT QUARTERLY REPORT

AGENCY: _____

Today's Date: _____

Report Period: _____

_____ **Oct. - Dec.** _____

_____ **Jan. - Mar.** _____

_____ **Apr. - Jun.** _____

_____ **Jul. - Sep.** _____

Total Hrs. Worked for the Period _____

Total Hrs. on the Water _____

Verbal Warnings _____

Manatee Zone Warnings _____

Written Warnings _____

Manatee Zone Citations _____

Total Citations _____

Complaints Dispatched _____

Assists:	Agency/Boaters	(Attach additional pages if necessary)	Hours

Signage needs or enforcement problems: *(Attach additional pages if necessary)*

List other significant activity on reverse side.

I certify that the above information is true and accurate to the best of my knowledge.

Print Name _____

Signature _____

PROJECT STATUS REPORT
WCIND WATERWAY DEVELOPMENT PROGRAM

COUNTY: LEE **PROJECT NUMBER:** _____

PROJECT TITLE: _____

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

Problems Encountered:

	<u>Period Covered</u>	<u>Year</u>
Project Manager: _____	Oct - Dec	_____
E-Mail: _____	Jan - Mar	_____
Phone: _____	Apr - Jun	_____
County Liaison: <u>Mike Campbell</u>	Jul - Sep	_____
Natural Resources Division		

EXHIBIT "C"

GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT, NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION AND RECREATION

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Project must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and non-boaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation.

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-518(Applicant)
Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as **Marine LE - FMPD FY20** (WCIND Project No. L-518), in accordance with the following project elements:

Marine law enforcement activity within district waters.

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.

A4 fka C13
5-21-19R

COPY

Sent back for West Coast Inland Nav Dist /s/

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$ 93,034 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest: _____

Title

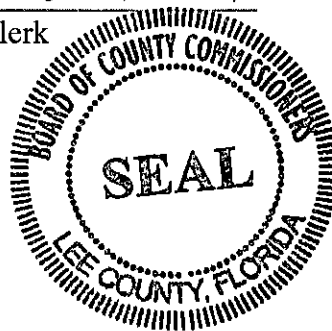
_____ Date: _____

Attest:

LINDA DOGGETT, CLERK

LEE COUNTY CLERK OF COURTS

BY: Missy Flent
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: [Signature]
Assistant County Manager

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]
Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

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

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

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

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

C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

EXHIBIT "B"
MATCHING FUNDS CERTIFICATION REQUIREMENT

WCIND WATERWAY DEVELOPMENT PROGRAM

PROJECT: _____

COUNTY: _____ PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION**

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-519(Applicant)
Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as **Marine LE - LCSO FY20** (WCIND Project No. L-519), in accordance with the following project elements:

Marine law enforcement activity within district waters.

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.

A4 fka C13
5-21-19R

COPY

Sent back for West Coast Inland Nav Dist /s/

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$ 400,592 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest:

Title

Date:

Attest:

LINDA DOGGETT, CLERK
LEE COUNTY CLERK OF COURTS

BY: Missy Flint
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: Al W. [Signature]
Assistant County Manager



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]
Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
 - 1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
 - 2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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

PROJECT: _____

COUNTY: _____

PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-520(Applicant)
Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as Marine LE - CCPD FY20 (WCIND Project No. L-520), in accordance with the following project elements:

Marine law enforcement activity within district waters.

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.

A4 fka C13
5-21-19R

COPY Sent back for West Coast Inland Nav Dist /s/

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$ 172,030 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest: _____

Title

_____ Date: _____

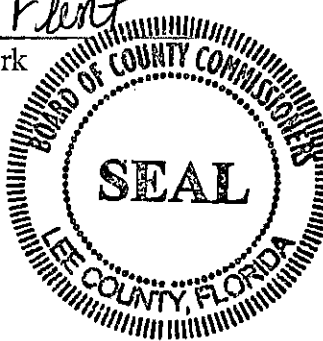
Attest:

LINDA DOGGETT, CLERK
LEE COUNTY CLERK OF COURTS

BY: Missy Flint
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: D.W. II
Assistant County Manager



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: S. Chuck Lira
Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
 - 1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
 - 2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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

PROJECT: _____

COUNTY: _____

PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION**

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-521 (Applicant)
Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as **Marine LE - Bonita FY20** (WCIND Project No. L-521), in accordance with the following project elements:

Marine law enforcement activity within district waters.

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.

A4 fka C13
5-21-19R

COPY

Sent back for West Coast Inland Nav Dist /s/

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$ 40,000 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest: _____

Title

_____ Date: _____

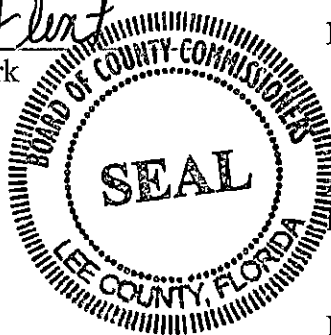
Attest:

LINDA DOGGETT, CLERK
LEE COUNTY CLERK OF COURTS

BY: Missy Flint
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: D.W. II
Assistant County Manager



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: S. Chuck Lira
Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
 - 1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
 - 2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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

PROJECT: _____

COUNTY: _____ PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION**

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-522(Applicant)
Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as **Marine LE - Sanibel FY20** (WCIND Project No. L-522), in accordance with the following project elements:

Marine law enforcement activity within district waters.

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.

A4 fka C13
5-21-19R

COPY

Sent back for West Coast Inland Nav Dist /s/

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$ 25,000 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest: _____

Title

Date: _____

Attest:

LINDA DOGGETT, CLERK
LEE COUNTY CLERK OF COURTS

BY: Missy Flint
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: [Signature]
Assistant County Manager

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]
Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
 - 1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
 - 2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

EXHIBIT "B"
MATCHING FUNDS CERTIFICATION REQUIREMENT

WCIND WATERWAY DEVELOPMENT PROGRAM

PROJECT: _____

COUNTY: _____ PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-523(Applicant)
Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as **Water Rescue/Fire Vessel Capability Improvement** (WCIND Project No. L-523), in accordance with the following project elements:

Accessories for improvement to Fire/Rescue vessel for improved response within district waters.

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.

COPY

Sent back for West Coast Inland Nav Dist /s/

A4 fka C13
5-21-19R

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 \$ 19,200 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest: _____

Title

Date: _____

Attest:

LINDA DOGGETT, CLERK
LEE COUNTY CLERK OF COURTS

BY: Missy Flint
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: [Signature]
Assistant County Manager



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]
Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
 - 1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
 - 2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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

PROJECT: _____

COUNTY: _____ PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION**

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-524(Applicant)

Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as **Sanibel Fire/Rescue Boat** (WCIND Project No. L-524), in accordance with the following project elements:

Purchase of vessel to respond to fire and rescue emergencies within district waters.

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.

A4 fka C13
5-21-19R

COPY

Sent back for West Coast Inland Nav Dist /s/

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$ 150,000 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest: _____

Title

_____ Date: _____

Attest:

LINDA DOGGETT, CLERK
LEE COUNTY CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: Missy Flint
Deputy Clerk

BY: D. W. H. II
Assistant County Manager



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: L. Chuck Lira
Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
 - 1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
 - 2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

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

PROJECT: _____

COUNTY: _____ PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION**

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation

West Coast Inland Navigation District
WCIND WATERWAY DEVELOPMENT PROGRAM
PROJECT AGREEMENT

Contract No. L-525(Applicant)
Approval Date: October 1, 2019 (WCIND Board)

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

1. This Agreement shall be performed in accordance with Chapter 374.976, Florida Statutes, and Rule 66A-2, F.A.C., WCIND Waterway Development Program rules and regulations, adopted by WCIND on November 11, 1990.

2. The COUNTY agrees to implement the waterway development project known as **Fort Myers Fire/Rescue Vessel** (WCIND Project No. L-525), in accordance with the following project elements:

Purchase of vessel to respond to fire and rescue emergencies within district waters.

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.

A4 fka C13
5-21-19R

COPY

Sent back for West Coast Inland Nav Dist /s/

4. WCIND agrees to obligate and make available to the COUNTY the approved project amount of \$ 135,000 to be used for the project authorized by this Agreement. The funds will be released by WCIND either in installments or after completion of the project. WCIND and COUNTY understand and agree that there will be no reimbursement of funds by WCIND for any expenditure made prior to the execution of the Agreement.

5. Eligible and ineligible costs are established in Rule 66A-2.005, F.A.C., WCIND Waterway Development Program, adopted by WCIND on November 11, 1990.

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

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

the Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

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

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

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

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

12. Justin D. McBride, WCIND Executive Director or his successor, is hereby designated as WCIND's Project Manager for the purpose of this Agreement and shall be responsible for insuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The COUNTY shall appoint a Liaison Agent, whose name and title shall be submitted to WCIND upon execution of the Agreement, to act on behalf of the COUNTY relative to the provisions of the Agreement. The COUNTY Liaison Agent shall submit signed project status reports to WCIND on a quarterly basis (due 20 days after the close of the quarter) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information. Photographs shall be submitted when appropriate to reflect the work accomplished.

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

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

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

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

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

WEST COAST INLAND NAVIGATION DISTRICT

By: _____

Attest: _____

Title

_____ Date: _____

Attest:

LINDA DOGGETT, CLERK

LEE COUNTY CLERK OF COURTS

BY: Missy Flint
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY

BY: D.W. II
Assistant County Manager



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: S. Chuck Lira
Office of the County Attorney

EXHIBIT "A"

DISPOSAL OF ASSETS ACQUIRED WITH WCIND GRANT FUNDS

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

- A. When replacing assets or equipment acquired in whole or in part under a WCIND grant, the grantee or subgrantee may use the assets or equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the prior written approval of WCIND.
- B. When original or replacement assets or equipment acquired under a WCIND grant are (a) sold (except as authorized in the preceding paragraph); (b) no longer available for use in a WCIND-sponsored program; (c) used for purposes not authorized by WCIND; or (d) no longer needed for the original project or program or for other activities currently or previously supported by WCIND, disposition of the assets will be made as follows:
 - 1. Assets or items of equipment with a current per-unit fair market value of less than \$5,000.00 may be retained, sold, or otherwise disposed of without any further obligation to WCIND.
 - 2. Assets or items of equipment with a current per-unit fair market value in excess of \$5,000.00 may be retained or sold and WCIND's equity in the asset will be refunded in the same proportion as WCIND's participation in the cost based on the current market value or proceeds from sale.
- C. Tangible property acquired under county projects must be shown as property acquired in the records for that project of the county. Also, that such property be available for audit or appropriate recording of disposition of such property be readily available should the item or items be disposed of or are no longer in use.

EXHIBIT "B"
MATCHING FUNDS CERTIFICATION REQUIREMENT

WCIND WATERWAY DEVELOPMENT PROGRAM

PROJECT: _____

COUNTY: _____ PROJECT NO: _____

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

Date

County Liaison Agent

County Administrator or
Clerk of the Circuit Court

EXHIBIT "C"
**GUIDELINES TO DEFINE FUNDING CONDITIONS FOR LAW ENFORCEMENT,
NAVIGATION, ENVIRONMENTAL EDUCATION, BOATING SAFETY-EDUCATION
AND RECREATION**

LAW ENFORCEMENT - 100%

- A. All funds must be used for waterway law enforcement.
- B. Funds shall be used for major overhaul or major repairs. No funding for general operation and maintenance will be approved.
- C. All equipment purchased by competitive bid or as specified by each county.
- D. The funding cap is 30% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- E. Activities reports must be submitted with each quarterly report and grant payment request.

NAVIGATION IMPROVEMENT PROJECTS - 100%

- A. Projects must directly improve navigation of District waters.
- B. Channel marking, navigation hazards removal, and regulatory signage pertaining to District waters are applicable to navigation improvement projects.

ENVIRONMENTAL EDUCATION PROJECTS - 100%

- A. Must directly relate to waters of the District.
- B. Curriculum must be established via in-house classroom and/or field trip class instruction.
- C. The funding cap is 25% of the annual (fiscal year) allocation of ad valorem proceeds per county in which the grant is requested.
- D. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING SAFETY AND EDUCATION - 50% MATCH FUNDED

- A. Funds can be used for classroom equipment providing the equipment is used for boater education and boater safety programs.
- B. Funds can be used for equipment placed on boats providing the boat is used for boater education and safety programs.
- C. Funds can be used for fire/rescue equipment, specifically for use in waters of the District.
- D. Funds may not be used for the operation and maintenance of equipment nor facilities.
- E. Funds may be used for signage pertaining to safety and education of boaters at launching facilities of the District.
- F. Activity reports must be submitted with each quarterly report and grant payment request.

BOATING RECREATION - 50% MATCH FUNDED

- A. Funds may be used to construct boat ramps.
- B. Funds may be used to rehabilitate boat ramps.
- C. Funds may be used for marine recreation parks usable by boaters and nonboaters.
- D. Funds may be used for spoil island and spoil area restoration affording boater recreation