

# Exhibit A - FIND Agreement for Waterway Cleanup

## WATERWAY CLEANUP AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the FLORIDA INLAND NAVIGATION DISTRICT ("FIND") and PALM COAST, FLORIDA (the "Project Sponsor").

WHEREAS, Project Sponsor has requested that FIND provide a portion of the assistance needed for the Waterway Cleanup program in Flagler County including the Intracoastal Waterway (the "Project"); and

WHEREAS, FIND is willing to provide such assistance for the volunteer clean up of the Intracoastal Waterway in Flagler County subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Nothing herein shall constitute a waiver by either party of Section 768.28 of the Florida Statutes.
2. Subject to the provisions of the Agreement, Project Sponsor shall coordinate the work for the Project. Project Sponsor agrees, with respect to the Project, that as between the parties to this Agreement, it shall be solely responsible for any claims for damages resulting therefrom. Project Sponsor agrees to indemnify FIND, its Commissioners, employees, and agents, from any and all liabilities, claims, costs, damages, and expenses (including court costs and attorneys' fees) arising from or related to Project Sponsor's actions regarding the Project.
3. FIND shall provide an amount not to exceed **\$5,000** for the components of the project set forth on the attached Exhibit "A" (with FIND paying the Project Sponsor the amount actually spent for each component, up to the amount listed on Exhibit "A" for said component) which shall also in compliance with the District's policy on waterway clean up projects.
4. The funds to be provided by FIND to the Project Sponsor hereunder will be paid within thirty (30) days of receipt by FIND of a request for payment accompanied by supporting documentation showing expenditures equal or greater to the amount being sought from FIND.

5. Project Sponsor shall, upon request by FIND, provide a report of final expenses incurred on the Project. The Project Sponsor shall also retain all records supporting costs of the Project for three (3) years after the end of the fiscal year in which the Project is completed, except that such records shall be retained by Project Sponsor until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.
6. If Project Sponsor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if Project Sponsor shall violate any of the covenants, terms, or stipulations of this Agreement, FIND shall thereupon have the rights to terminate this Agreement.  
Notwithstanding the above, Project Sponsor shall not be relieved of liability for damages or expenses as contemplated herein sustained by FIND by virtue of any breach of the Agreement by Project Sponsor.
7. Any notice or other written communications between Project Sponsor and FIND shall be considered delivered when posted by certified mail or delivered in person to the respective party at the address indicated below:

To FIND:            Florida Inland Navigation District  
                         1314 Marcinski Road  
                         Jupiter, Florida 33477  
                         Attention: Executive Director

To the Project Sponsor:    City of Palm Coast  
   Community Development Department  
   160 Lake Ave  
   Palm Coast, FL 32164  
   Attention: Waterway Cleanup Project Manager

8. This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation or agreements, either verbal or written between the parties hereto. This Agreement shall not be modified unless in writing and signed by both parties hereto.

9. This Agreement shall be interpreted and construed pursuant to the laws of the State of Florida. In the event of any litigation arising hereunder, the prevailing party shall be entitled to reasonable costs including attorney' fees, at the trial, appellate and post-judgment levels. The venue of any such litigation shall be had only in the courts of Palm Beach County, Florida.
10. The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign this Agreement nor any interest hereunder without the express prior written consent of the other party.
11. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**FLORIDA INLAND NAVIGATION DISTRICT**

By: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

*ATTEST:*

By: \_\_\_\_\_

Name: \_\_\_\_\_

**CITY OF PALM COAST**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*ATTEST:*

By: \_\_\_\_\_

Name: \_\_\_\_\_

EXHIBIT A  
Cost Estimate

In 2016, the Most Unique F.I.N.D. Contest will continue to be at the heart of the fun while being a great pollution awareness tool. For the past 9 years, the Florida Fish and Wildlife Conservation Commission law enforcement officers participate as honorary judges for the contest. Contest winners received fun prizes to promote water-based recreation in our beautiful City.

To continue this annually recognized event, the City is looking to FIND for continued support for another stunning cleanup event. With that said, the City of Palm Coast is requesting \$5,000.00 FIND Grant dollars for the 2017 Intracoastal Waterway Cleanup scheduled for September 9, 2017.

<b>Projected Budget</b>	<b>COST</b>
T-shirts (Group identification for clean-up event)	=\$2,500
Reusable Water Bottles (minimize plastic waste)	=\$1,000
Gusset Tote Bags (carry group supplies)	=\$1,200
Garbage Bags (various types; trash & recyclables)	=\$ 200
Gloves (variety to meet needs)	<u>=\$ 100</u>
<b>FIND Total</b>	<b>\$5,000</b>

City Match:

Staff – coordination, organization, registration, volunteer recruitment, advertising, event support, garbage collection, disposal, etc.

Office – supplies, paper, printing, maps, phone, computer, etc.

Volunteer Luncheon - food, drinks, snacks, paper products, etc.

To further facilitate the City's commitment to this event, City budget documents have been attached for your consideration. The budget form consolidates the expected expenses including labor to be provided by Public Works staff; a supplemental breakdown document further defines these cost(s).



## **EXHIBIT B**

### **FLORIDA INLAND NAVIGATION DISTRICT WATERWAY CLEAN UP PROGRAM RULES (66B-2.016 Waterways Cleanup Events)**

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of Rule 66B-2 apply to these applications with the following additions or exceptions:

- (1) **Application Procedure:** Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.
- (2) **Availability:** The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of items (8) through (10), below.
- (3) **Applicant Eligibility:** The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.
- (4) **Funding:** District funding shall be limited to \$5,000.00 per waterway, per county, except for the provisions of items (8) through (10), below.
- (5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.
- (6) **Funding Eligibility:** The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.
- (7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

- (8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.
- (9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.
- (10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.