

City of Palm Coast, Florida Agenda Item

Agenda Date: September 1, 2026

Agenda Item: H.2

Department PUBLIC WORKS Division SOLID WASTE	Amount Org/Account #
Subject: RESOLUTION 2026-XX APPROVING THE GRANT AGREEMENT WITH FLORIDA INLAND NAVIGATION DISTRICT (FIND) FOR THE 2026 PALM COAST WATERWAY CLEANUP	
Presenter: Matthew Mancill, Director of Public Works	
Attachments: 1. Resolution 2. Grant Agreement	
Background: Council Priority: C. Civic Engagement The Florida Inland Navigation District (FIND) has made available to the City of Palm Coast, a grant for the 2026 Palm Coast Waterway Cleanup program. The event will be held Saturday, September 19th, 2026. The start location will be the Community Center. Volunteers may choose to clean designated areas along the Intracoastal Waterway or any location within Palm Coast city limits. Following the cleanup, participants are invited back to the Community Center for a community luncheon and awards ceremony at 11:00 a.m. The projected expenditure for the program is a total of \$5,000.00 which includes attire and supplies needed for cleanup. The City Council of the City of Palm Coast is being requested to approve the terms and conditions as well as execute the grant agreement with FIND.	
Recommended Action: RESOLUTION 2026-XX APPROVING THE GRANT AGREEMENT WITH FLORIDA INLAND NAVIGATION DISTRICT (FIND) FOR THE 2026 PALM COAST WATERWAY CLEANUP	

RESOLUTION 2026-____
2026 PALM COAST WATERWAY CLEANUP GRANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE GRANT AGREEMENT FROM THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) FOR THE 2026 PALM COAST WATERWAY CLEANUP; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast wishes to pursue a grant with Florida Inland Navigation District; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the submission of a grant agreement for funds to provide to the volunteer 2026 Palm Coast Waterway Cleanup program.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AUTHORIZATION TO SUBMIT GRANT APPLICATION. The City Council of the City of Palm Coast hereby approves the submittal of the Florida Inland Navigation District (FIND) grant agreement.

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee has the authorization to negotiate, finalize and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment for additional funding. Further, the City Manager has the authority to execute amendments to the Grant Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force of effect of any section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND APPROVED by the City Council of the City of Palm Coast, Florida, on this 1st day of September 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY:

MARCUS DUFFY, CITY ATTORNEY

2025-2026 FIND WATERWAY CLEANUP AGREEMENT

This Agreement is entered into this ____ day of _____, 2026 by and between the FLORIDA INLAND NAVIGATION DISTRICT ("FIND") and the City of Palm Coast, (the "Project Sponsor").

WHEREAS, Project Sponsor has requested that FIND provide a portion of the assistance needed for the **2026 "Palm Coast Waterway Cleanup"** program in Flagler County including the Atlantic Intracoastal Waterway (the "Project"); and

WHEREAS, FIND is willing to provide such assistance for the volunteer cleanup 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. Subject to the provisions of the Agreement, Project Sponsor shall coordinate the work for the Project. Both Parties expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of the Parties as set forth in Section 768.28, Florida Statutes.

2. FIND shall provide an amount not to exceed **\$5,000.00** for the components of the project set forth on the attached Exhibit "A" (with FIND paying the Project Sponsor the amount actually expended 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 (Exhibit "B").

3. 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.

4. 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.

5. 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.

6. 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
160 Lake Avenue
Palm Coast, FL 32164
Stormwater Operations Manager
Attention: Cleanup Coordinator

7. 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.

8. 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.

9. 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.

10. 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.

11. PUBLIC RECORDS LAW. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____

Executive Director

DATE: _____

PROJECT SPONSOR

By: _____

Title: _____

DATE: _____

EXHIBIT A

Grant Budget Items	Request
T-shirts (American Crossroads Apparel)	\$3,000.00
Reusable Water Bottles, Gifts, Bags	\$1,500.00
Garbage Bags	\$200.00
Gloves	\$100.00
Gifts	\$200.00
Food	Will be covered by City
Total	\$5,000.00

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.