RESOLUTION NO. 10-042

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND THE CITY OF KEY WEST REGARDING FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) TO ESTABLISH A MOORING FIELD PILOT PROGRAM; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Interlocal Agreement between Monroe County and the City Of Key West regarding Florida Fish and Wildlife Conservation Commission (FWC) to establish a Mooring Field Pilot Program is approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 2 day of February, 2010.

Authenticated by the presiding officer and Clerk of the Commission on February 3, 2010.

Filed with the Clerk February 3, 2010.

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

Executive Summary

To: Jim Scholl, City Manager

From: Raymond Archer, Port Director
Mark Tait, Marina Manager
David Hawthorne, City Marina

Date: January 21, 2010

Re: Florida Fish and Wildlife Mooring field Pilot Program

Action Item

2009 State legislation directed the Florida Fish and Wildlife Conservation Commission (FWC) in consultation with the Department of Environmental Protection (DEP) to explore options for regulating the anchoring or mooring of non-liveaboard vessels outside of legally permitted mooring fields. Because The City of Key West currently operates a permitted mooring field, the FWC is soliciting a partnership with The City of Key West to participate in a pilot program.

Project Background

In 2009 Florida Statute Sec. 327.4105 directed the Florida Fish and Wildlife Conservation Commission (FWC) to establish a Mooring Field Pilot Program (Pilot Program) to explore options for regulating the anchoring or mooring of non-liveaboard vessels outside of legally permitted mooring fields and select two locations off the east coast of the state, two locations off the west coast of the state, and one location within Monroe County to participate in the Pilot Program.

The City of Key West who already has an established mooring field was a prime candidate for the pilot program.

Monroe County has asked The City of Key West to become a partner in the project. The project begins on March 1st 2010 and continues until July 1st 2014.

The project includes the surveying and record keeping of vessels that are moored within the perimeter of Key West Mooring Field. The Data will be collected by City Marina at Garrison Bight on water staff members and submitted to the county for eventual collection by State agency (FWC)

Process

- An interlocal agreement with the county and City is obtained outlining the Cities obligation to the Pilot program.

- The City of Key West would provide staffing and marine vessels plus expense to conduct the surveys of each vessel in the Key West Mooring Field.
- Staff would visit each vessel in Key West Mooring field, survey each customer with the provided documents, exhibit, "A" and "B" the survey would take place once a month for 4 years until January 1st 2014 when the pilot program terminates.
- All collected survey information will be submitted to the County for review and delivery to State agency (FWC)

Advantage

- Participating and partnering in the Pilot Program will be mutually beneficial to the City by providing the public benefit of promoting public access, protecting the marine environment, and deterring improperly stored, abandoned or derelict vessels.
- The Pilot Program would provide local authority for both parties to develop regulatory options to address the anchoring or mooring of non-liveaboard vessels outside of established mooring fields, the city may benefit in the following ways:
    a. Enhance navigational safety
    b. Promote public mooring fields
    c. Protect maritime infrastructure
    d. Protect the marine environment
    e. Deter improperly stored, abandoned or derelict vessels

Disadvantages

There are no disadvantages to the pilot program.

Options

The City of Key West can choose not to assist the county with the pilot program.

Financial Issues

There are no additional expenses associated with the program. Staff at City Marina can collect the survey during normal work hours while working in Key West Mooring Field.

Recommendation

City Staff recommends the approval of the partnership with Monroe County. Staff believes the program will help improve regulatory and enforcement issues around and in the Key West Mooring Field. The program will promote and protect maritime infrastructure as well as Monroe counties sensitive marine environment.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is entered into as of this _____ day of _____, 2010, between Monroe County, a political subdivision of the State of Florida (COUNTY) and the City of Key West, a municipal corporation organized and existing under the laws of the State of Florida (CITY).

WITNESSETH:

WHEREAS, in 2009 Florida Statute Sec. 327.4105 directed the Florida Fish and Wildlife Conservation Commission (FWC) to establish a Mooring Field Pilot Program (Pilot Program) to explore options for regulating the anchoring or mooring of non-liveaboard vessels outside of legally permitted mooring fields and select two locations off the east coast of the state, two locations off the west coast of the state, and one location within Monroe County to participate in the Pilot Program; and

WHEREAS, the FWC subsequently solicited the COUNTY to participate in the Pilot Program, indicating that the goals of the program are to explore regulatory options that promote public access, enhance navigational safety, protect maritime infrastructure, protect the marine environment, and deter improperly stored, abandoned or derelict vessels; and

WHEREAS, the COUNTY, recognizing the public benefit of addressing impacts associated with the anchoring of vessels anchored or moored outside of established mooring fields, responded with a Letter of Interest to the FWC to participate in the Pilot Program in partnership with the CITY; and

WHEREAS, the CITY, recognizing the public benefit of addressing impacts associated with the anchoring of vessels anchored or moored outside of the CITY owned and operated mooring field located in Garrison Bight, has indicated its desire to partner with the COUNTY in the Pilot Program;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed between the COUNTY and the CITY as follows:

Section 1. Benefit of Participation in Pilot Program.

1.1 The COUNTY and CITY recognize the importance of the Pilot Program in providing local authority for both parties to develop regulatory options to address the anchoring or mooring of non-liveaboard vessels outside of established mooring fields.

1.2 Participating and partnering in the Pilot Program will be mutually beneficial to the COUNTY and the CITY by providing the public benefit of promoting public access, protecting the marine environment, and deterring improperly stored, abandoned or derelict vessels.

Section 2. General Coordination

2.1 The COUNTY will act as liaison between the CITY and the FWC.

2.2 The COUNTY and CITY will work cooperatively to fulfill the requirements and objectives of the Pilot Program.

2.3 The COUNTY and CITY will coordinate prior to the start of the Pilot Program and throughout the Pilot Program to ensure uniformity and consistency in the data collection and documentation processes, and to meet the timelines established by the Pilot Program (Exhibits A and B).

Section 3. CITY's Responsibilities.

3.1 The CITY will complete the Anchoring and Pilot Program Questionnaire and provide it to the COUNTY for submission to the FWC in accordance with the established timelines (Exhibit A).

3.2 The CITY will complete the required survey forms for vessels moored within the Garrison Bight mooring field (Exhibit B, Survey I) each month for twelve months starting no later than March 1, 2010. The survey forms will be provided to the COUNTY each month for submission to FWC in accordance with the established timelines (Exhibit B).

3.3 The CITY will develop regulatory options, as it sees fit, to address issues related to anchoring and mooring activity outside of the CITY's Garrison Bight mooring field in coordination with the COUNTY.

Section 4. COUNTY's Responsibilities.

4.1 The COUNTY will complete the required survey forms (Exhibit B, Survey J) for vessels anchored or moored up to one mile outside the Garrison Bight mooring field each month for twelve months starting no later than March 1, 2010.

4.2 The COUNTY will submit all FWC required documentation, including surveys and questionnaires, to FWC according to the established timelines (Exhibits A and B).

4.3 The COUNTY will provide limited technical staff support to the CITY as necessary to ensure the proper completion of surveys and questionnaires, and the development of regulatory options to benefit the CITY and COUNTY.

Section 5. Term.

5.1 This Agreement shall become effective upon execution by both parties and shall expire on July 1, 2014, concurrently with the expiration of the Pilot Program.

Section 6. Termination and Default.

6.1 This agreement may be terminated by either party upon thirty (30) days notice to the other party.

Section 7. Indemnification and Non-Waiver of Immunity.

7.1 To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the CITY does hereby agree to defend, indemnify and hold the COUNTY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the CITY in connection with this Agreement. To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the COUNTY does hereby agree to defend, indemnify and hold the CITY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the COUNTY in connection with this Agreement. This provision shall survive the expiration or earlier termination of this Agreement

7.2 Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Parties in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by a party be required to contain any provision for waiver.

Section 8. Notices.

8.1 All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

<u>If to County</u>:

Roman Gastesi, Jr.
County Administrator
Monroe County
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

<u>With a copy to:</u>

Suzanne Hutton, Esq.
Monroe County Attorneys Office
P.O. Box 1026
Key West, Florida 33041-1026

If to City: James Scholl
City Manager
City of Key West
525 Angela Street
Key West, Florida 33040

With a copy to: Shawn Smith, Esq.
City Attorney
525 Angela Street
Key West, Florida 33040

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

Section 9. Regulatory Powers.

9.1 Nothing contained herein shall be construed as waiving either party's regulatory approval or enforcement rights or obligations as it may relate to regulations of general applicability, which may govern the Agreement.

9.2 Nothing herein shall be deemed to create an affirmative duty of either party to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

Section 10. Attorneys Fees and Waiver of Jury Trial.

10.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

Section 11. Governing Law.

11.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation or mediation arising out of this Agreement shall be in the 16th Judicial Circuit in and for Monroe County, Florida. This Agreement is not subject to arbitration.

Section 12. Entire Agreement/Modification/Amendment.

12.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

Section 13. Access to Records and Audits.

13.1 CITY shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the request of COUNTY, the State of Florida, the Federal Government, or authorized agents and representatives of said government bodies. CITY shall also provide access to the personal property reports, permits, and equipment purchased or utilized under this Agreement. It is the responsibility of CITY to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. Records shall be kept for a period of five (5) years following execution of this Agreement. The COUNTY and CITY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CITY in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CITY.

13.2 The COUNTY may cancel this Agreement for refusal by the CITY, or the CITY's subcontractor, to allow access by the County Administrator or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

13.3 The term Records shall refer to any documents, books, data (electronic or hard copy), papers and financial records that result from the CITY or its subcontractors performance of the Services provided in this Agreement.

Section 14. Nonassignability.

14.1 This Agreement shall not be assignable by either party unless such assignment is first approved by both parties.

Section 15. Severability.

15.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected

thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Section 16. Independent Contractor.

16.1 The CITY and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractor and not agents or employees of the COUNTY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

Section 17. Waiver.

17.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

Section 18. Survival of Provisions.

18.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Section 19. Counterparts.

19.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement below.

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

BY: _____
Mayor/Chairperson

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BY:_____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY:_____
Assistant County Attorney

THE CITY OF KEY WEST, FLORIDA

BY: _____
Craig Cates, Mayor

ATTEST:

_____
Cheri Smith
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF KEY WEST, FLORIDA ONLY:

BY: _____
Shawn Smith, Esq.
City Attorney

Anchoring and Mooring Pilot Program Questionnaire

EXHIBIT A

10-14-09

Thank you for your interest in being a part of the Anchoring and Mooring Pilot Program.

This questionnaire is designed to gather data on existing conditions for those municipalities/counties with permitted mooring fields, as well as those who are engaged in the permitting process and whose mooring fields are permitted in time to participate in the project.

If your municipality/county expects to have a permitted mooring field on or before March 1, 2011, please also use this questionnaire and answer as many questions as are applicable at the time of preparing the questionnaire. You will be asked to respond more fully, if necessary, after the mooring field is permitted.

In order to be considered for the anchoring and mooring pilot program, the required information should be provided to FWC by the following dates:

- *LETTER OF INTEREST RECEIVED BY:* ***NOVEMBER 13, 2009***
- *DATA COLLECTION BEGINS:* ***MARCH 1, 2010***
- *COMPLETED QUESTIONNAIRE & FIRST 12 MONTHS OF DATA COLLECTION RECEIVED BY:* ***MARCH 1, 2011***

Anchoring and Mooring Pilot Program Questionnaire

10-14-09

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Anchoring and Mooring Pilot Program Questionnaire

10-14-09

A. DEFINITIONS:

1. "Abandoned Vessel" – A vessel that does not have an identifiable owner and that has been disposed on public property in a wrecked, inoperative, or partially dismantled condition or has no apparent intrinsic value to the rightful owner. The term also includes derelict vessels as defined.

2. "Boating Facility" – A marina, mooring field, or special anchorage area. Special anchorage areas are listed in 33 C.F.R. Part 110, subpart A.

3. "Boating Infrastructure" – The fundamental facilities, systems, services, and installations serving the needs of the resident and transient boating communities within a country or municipality.

4. "Derelict Vessel" – Any vessel that is left, stored, or abandoned:

   a. In a wrecked, junked, or substantially dismantled condition upon any public waters of this state.

   b. At any port in this state without the consent of the agency having jurisdiction thereof.

   c. Docked or grounded at or beached upon the property of another without the consent of the owner of the property.

5. "Live-aboard Vessel" – Any vessel:

   a. Used solely as a residence and not for navigation,

   b. Represented as a place of business or a professional or other commercial enterprise, or

   c. For which a declaration of domicile has been filed pursuant to section 222.17, Florida Statutes.

6. "Marina" – A licensed commercial facility which provides secured public moorings or dry storage for vessels on a leased basis.

7. "Mooring" –

   a. The act of securing a vessel so that it remains in a particular place by attaching it with ropes or cables to a permanently fixed object such as a dock, a wharf, a piling, the shore, or a mooring buoy.

   b. The permanently fixed object to which a vessel is secured.

8. "Mooring Buoy" – A buoy serving as a permanently installed fixed mooring point. Mooring buoys are cylindrical or spherical; they are white with a blue horizontal stripe midway between the buoy's top and its waterline. Mooring buoys must

meet the requirements of 33 C.F.R. § 62.35, Fla. Admin. Code R. 68D-23.109(8), and the United States Coast Guard Aids to Navigation – Technical Manual (COMDTINST M16500.3A).

9. "Mooring Field" – An area of water set aside for the mooring of vessels to mooring buoys. To be a mooring field, the area of water must have delineated boundaries that are marked with permitted uniform waterway markers and must have permitted mooring buoys installed in a planned array. In planning the buoy array, the following must be among the factors taken into consideration: vessel lengths and swing radii; vessel drafts and available water depths; vessel sizes, weights, and wind-loading characteristics; buoy sizes and types; anchor sizes and types; and holding characteristics of the bottom.

10. "NOAA Chartlet" – An 8.5 inch by 11 inch excerpt from a navigation chart published by the National Ocean Service of the National Oceanic and Atmospheric Administration. The chart excerpt may be reproduced by color photocopy of printed charts or by printout from digital navigation charts, and may be enlarged or reduced in scale as necessary.

11. "Non-motor Powered Vessel" – A vessel that is equipped with neither motor nor sail and is designed to move only by being towed or manually propelled. (This term does not include vessels with missing or inoperable motors or sails.)

12. "Stored Vessel" – A vessel anchored or moored on waters of the state.

13. "Zone of Impact" – The area of a water body influenced by the placement of a mooring field and/or ordinance regulating anchoring.

B. MUNICIPALITY/COUNTY CONTACT INFORMATION:

1. Municipality/County Name:

2. Please include copies of all local, state and federal permits

    a. Florida Department of Environmental Protection Permit

    b. United States Coast Guard

    c. United States Army Corps of Engineers

    d. FWC Uniform Waterway Marker Permit

3. Division/Department:

4. Address/Phone/E-mail:

5. Person responsible for completing this questionnaire:

    a. Name and Title:

6. Contact person responsible for Mooring Field Operation Information *(if different from 5.)*:

    a. Name and Title:

    b. Address/Phone/E-mail:

C. INFORMATION SPECIFIC TO PERMITTED MOORING FIELD:

1. When was your mooring field created?

    a. If engaged in the permitting process, when will it be created?

2. Why was your mooring field created?

3. Provide copies of agenda items and meeting minutes where creation of the mooring field was discussed and/or approved.

4. Provide a copy of your operations manual.

5. Provide a copy of your tenant rules.

6. Provide a copy of ordinance pertaining to use of the mooring field.

7. Provide a copy of any anchoring ordinance within your local government's jurisdiction.

8. How and by whom are these ordinances enforced?

D. INFORMATION SPECIFIC TO MOORING AREAS:

1. How many moorings do you have currently permitted? How many of these permitted moorings are installed?

    a. If engaged in permitting process, how many moorings are you applying for a permit?

    b. When permitted, how many of the moorings do you anticipate installing immediately?

2. Is there sufficient area to expand your current mooring field?

    Yes No

    If yes, do you anticipate doing that?

3. What geographic area does your mooring field service?

    Attach one or more NOAA chartlets or chart excerpts and indicate the following:

    a. The geographic area the mooring field services.

    b. Your jurisdictional boundaries.

    c. The areas within one (1) mile where vessels anchor outside of your mooring field.

    d. The "zone of impact" of mooring field.

    e. Public or private marinas by name and location within one (1) mile proximity of your mooring field.

    f. Indicate the boundaries of your mooring field.

    g. Does your mooring field support a public or private marina?

    h. Where do boats anchor in your jurisdiction?

4. What plans have your municipality/county made for accommodating boaters who want to stay in your area when they find your mooring field full?

5. Explain what factors led to your decision to place the mooring field in its current location. Circle all that apply:

    a. Boats already anchored in this location.

    b. Deter improperly stored, abandoned or derelict vessels.

    c. Only area available to our local government.

    d. We have an adjacent upland facility to support the mooring field site.

    e. To provide a well organized, environmentally sensitive way to serve vessels within your jurisdiction.

    f. Located close to amenities required by boaters.

    g. It fits with facilities close to the proposed mooring site.

    h. Protect the marine environment.

    i. Protect maritime infrastructure.

    j. Enhance navigational safety.

    k. Other *(explain)*:

6. When the mooring field was created, what activities were/are occurring and where did the boats anchored there go?

    If engaged in the permitting process, where do you believe boats will go? Circle all that apply.

    a. Other jurisdiction (Identify)

    b. Another location in your municipality/county (*identify on NOAA Chartlet)*

    c. Other (identify)

    d. Unknown

7. Did you or do you believe you will hire any additional employees for the mooring field operation?

   Yes No

   If yes, how many employees?

8. What services are or will be offered on-site by your mooring field? Circle all that apply:

   Sewage pump-out at local marina

   Mobile sewage pump-out boat

   Dinghy dock. What is the capacity of dinghy dock?

   On shore restrooms

   On shore showers

   On shore laundry facilities

   Trash collection

   Ice

   Grocery Store

   Restaurant

   Fuel Type: Diesel Gasoline

   Boat to ferry vessel occupants between their vessel and shore

   Other: *(identify)*

9. What is the nearest distance to shopping and other services from the mooring field?

10. Is public transportation from the mooring field to shopping and other services readily accessible?

    Yes No

    If yes what type? Circle all that apply:

    a. Bus

    b. Private transportation *(car rental)*

    c. Taxi

    d. Water Taxi

    e. Other *(identify)*

11. Attach a municipality/county street map showing location of the mooring field in relation to off-site amenities.

E. MOORING FIELD FEES:

1. Is there an adjacent upland marina that supports your mooring field?

   Yes No

2. What is the rate or proposed rate for mooring in your mooring field?

   Daily $

   Weekly $

   Monthly $

   Annually $

3. Does your local government anticipate increasing these rates?

   Yes No N/A

   a. If yes, why?

   b. How will the increased rate be determined?

   c. What will the new rates be?

4. If you charge a fee, how did you determine the fee for using the mooring field? Circle all that apply:

   a. Compared it to cost of building a marina slip.

   b. It's what we determined to be its value to the boating public.

   c. Other *(identify)*

F. LEGISLATIVE GOALS OF THE MOORING PILOT PROGRAM:

√ Encourage the establishment of additional public mooring fields,

√ Develop and test policies and regulatory options that promote the establishment and use of public mooring fields,

√ Promote public access to the waters of the state,

√ Enhance navigational safety,

√ Protect maritime infrastructure,

√ Protect the marine environment and

√ Deter improperly stored, abandoned, or derelict vessels.

1. Please help us understand how your participation in this program will further each of these goals. [Use additional sheet if necessary.]

2. Why should the Commission select your site to participate in this mooring pilot program? [Use additional sheet if necessary.]

G. CERTIFICATION OF INTEREST:

By applying for acceptance into this pilot program, the municipality/county acknowledges the statutory requirements to work with FWC to accomplish the goals within this questionnaire.
In addition, the municipality/county understands it must coordinate the review of any proposed ordinance with FWC, associations, or other organizations representing vessel owners and operators, and with all interested stakeholders, the United States Coast Guard, Florida Inland Navigation District and/or the West Coast Inland Navigation District.
The municipality/county agrees to submit required data via electronic mail or facsimile to anchoring.mooring@myfwc.com same day of each month as required in the application.

NAME OF INDIVIDUAL COMPLETING QUESTIONNAIRE:

SIGNATURE OF INDIVIDUAL COMPLETING QUESTIONNAIRE:

AUTHORITY TO COMPLETE QUESTIONNAIRE GIVEN BY:

DATE:

H. CHECK LIST OF ATTACHMENTS FOR QUESTIONNAIRE:

1. State, Federal and Local Permits.
2. Mooring field operational management plan.
3. Mooring field tenant rules and regulations.
4. Mooring field rates.
5. Applicable ordinance(s).
6. NOAA chartlet of area into which mooring field could be expanded.
7. NOAA chartlet for mooring field service area.
8. NOAA chartlet for jurisdictional boundaries of your municipality/county.
9. NOAA chartlet showing the areas served by existing or proposed mooring field.
10. NOAA chartlet showing the area of the proposed new ordinance.
11. NOAA chart for "zone of impact" of mooring field.
12. NOAA chart showing mooring field and marina(s) in the area.
13. Map of municipality showing location of mooring field in relation to on-land amenities.
14. NOAA chartlet showing the area of the proposed new ordinance.
15. NOAA chartlet showing area into which mooring field might/will be expanded.
16. NOAA chartlet showing where boats can anchor in your jurisdiction.
17. NOAA chartlet showing where boats may go if anchoring restrictions were approved.
18. Twelve consecutive month data survey of boats in mooring field (summarized on survey).
19. Twelve consecutive month data survey of anchored boats (summarized on survey).

EXHIBIT B

I. SURVEY OF VESSEL TYPE CURRENTLY ON YOUR MOORINGS OR IN THE AREA OF YOUR PROPOSED MOORING:

The purpose of this survey is to obtain and analyze data prior to full implementation of any regulatory option. This will assist us with making recommendations (what worked and what didn't) to the Governor and Legislative Leadership.

Please send this data to: Ms. Tara Alford, FWC, Boating and Waterways Section, Division of Law Enforcement, via electronic mail to anchoring.mooring@myfwc.com no later than the last business day of the month in which data is collected.

DATA COLLECTION MUST BEGIN NO LATER THAN MARCH 1, 2010
AND CONTINUE FOR 12 CONSECUTIVE MONTHS,
WITH DATA GATHERED ON THE SAME DAY OF EACH CONSECUTIVE MONTH

Copy this sheet and use for months 1 through 12

SUMMARIZE THE
VESSEL TYPE CURRENTLY ON YOUR MOORINGS OR IN THE AREA OF YOUR PROPOSED MOORING
GATHER THIS DATA ON THE SAME DAY OF EACH MONTH

12 Month Summary	Date Data Collected	Florida Registration	Foreign Registration	Other State Registration	Port of Call	Unknown
Stored Boats - Power						
Stored Boats - Sail						
Transient Cruiser - Power						
Transient Cruiser - Sail						
Liveaboard – Power						
Liveaboard - Sail						
Liveaboard - Domicile						

J. SURVEY OF TYPE & QUANITY OF VESSELS ANCHORED UP TO 1 MILE OUTSIDE THE BOUNDARY OF YOUR MOORING FIELD(S):

The purpose of this survey is to explore types of vessels that are using the waters within the area of up to one (1) mile outside your mooring field.

Please send this data to: Ms. Tara Alford, FWC, Boating and Waterways Section, Division of Law Enforcement, via electronic mail to anchoring.mooring@myfwc.com no later than the last business day of the month in which data is collected.

DATA COLLECTION MUST BEGIN NO LATER THAN MARCH 1, 2010
AND CONTINUE FOR 12 CONSECUTIVE MONTHS,
WITH DATA GATHERED ON THE SAME DAY OF EACH CONSECUTIVE MONTH

Copy this sheet and use for months 1 through 12

SUMMARIZE AND SHOW TYPES & QUANTITY OF EACH TYPE VESSEL
ANCHORED UP TO 1 MILE OUTSIDE THE BOUNDARY OF YOUR MOORING FIELD(S)
GATHER THIS DATA ON THE SAME DAY OF EACH MONTH

12 Month Summary	Date Data Collected	Florida Registration	Foreign Registration	Other State Registration	Port of Call	Unknown
Stored Boats - Power						
Stored Boats - Sail						
Transient Cruiser - Power						
Transient Cruiser - Sail						
Liveaboard – Power						
Liveaboard - Sail						
Liveaboard - Domicile						