

**FLORIDA INLAND NAVIGATION DISTRICT
INTERLOCAL AGREEMENT**

PROJECT NUMBER: ICW- BR-FL-23-02

This INTERLOCAL AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the “DISTRICT”), and the City of Fort Lauderdale, (hereinafter the “SPONSOR”).

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this Agreement, the DISTRICT has determined to provide assistance funding to the Project Sponsor (SPONSOR) has requested that the District continue its participation in the funding needed to conduct an additional Bathymetric Survey of the New River, Fort Lauderdale, Florida (Broward County), (hereinafter the “PROJECT”). Said PROJECT is more specifically described in the SPONSOR'S scope of services and cost estimate, which is attached as Exhibit “A” in this agreement (“Scope of Services”).

Any modifications to the Scope of Services shall require written advance notice and justification from the SPONSOR and the prior written approval of the DISTRICT. The SPONSOR is also required to review all available and on-going data to ensure duplicative data collection and analysis is minimized. In addition, the SPONSOR shall delineate between commercial and recreational vessel traffic in the study and include these findings in the final report.

2. **TERM** - The SPONSOR shall commence work on the PROJECT immediately upon the execution of this Agreement and **shall complete the PROJECT and submit all required payment reimbursement information on or before November 1, 2025**, unless the PROJECT period has been extended with the prior written approval of the DISTRICT.

Any request for extension of funding beyond the dates set forth in the preceding paragraph shall require submittal by the SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original project agreement expiration. This request will then be considered by the DISTRICT Board, whose decision shall be final.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute no more than Fifty percent (50%) of the SPONSOR'S out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis

only, and only for those authorized PROJECT COSTS as shown in and consistent with, Exhibit A and meeting the requirements of Paragraph 5 below and shall not, in any event, exceed \$6,998.00.

Any modifications to the PROJECT'S Cost Estimate (within Exhibit A) shall require written advance notice and justification from the SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The SPONSOR warrants and represents that it has the SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT.

5. **PROJECT COSTS** - To be eligible for reimbursement under the Agreement, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit A. All PROJECT COSTS must be incurred and work performed within the PROJECT period, with the exception of pre-agreement costs, if any, consistent with Paragraph 6 below, which are also eligible for reimbursement by the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this Agreement unless previously delineated in Exhibit A, and previously approved by the DISTRICT Board at a regularly scheduled meeting.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Exhibit B - Form #90-24) attached as Exhibit B. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the SPONSOR.

Reimbursements may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this Agreement.

8. **FINAL REIMBURSEMENT** - The SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The retainage amounts previously retained by the DISTRICT shall be paid upon (1)

receipt of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, and (3) submission of Project Completion Certification Form No. 90-13a (Exhibit C). Full completion of the PROJECT shall include the final report, and all reports, findings, copies of data and pictures developed or analyzed by this PROJECT as requested by the DISTRICT. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the SPONSOR during a public commission meeting or public dedication ceremony.

9. **RECORDS RETENTION** - The SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the 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.

10. **NONCOMPLIANCE** - The DISTRICT shall have the right to reimbursement, either in whole or part as it may determine, of the funds provided hereunder for noncompliance by the SPONSOR with any of the terms of this Agreement. Upon notification from the DISTRICT, the SPONSOR shall reimburse such funds directly to the DISTRICT. The provisions of this paragraph shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **SPONSOR'S LIAISON AGENT** - The SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of the Agreement, to act on behalf of the SPONSOR relative to the provisions of the Project Agreement.

13. **STATUS REPORTS** - The SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02a (Exhibit D). NON-COMPLIANCE by the SPONSOR with the reporting schedule in Exhibit D may result in revocation of this Agreement.

14. **LAWS** - The SPONSOR agrees to obtain and to abide by all federal, state and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT.

15. **ACKNOWLEDGMENT** - The DISTRICT shall be recognized in all applicable correspondence, presentations and acknowledged in the final PROJECT as a contributor. The DISTRICT'S logo (Exhibit E) shall be included as applicable.

16. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The SPONSOR acknowledges that the DISTRICT, its employees, commissioners and agents are solely providing funding assistance for the PROJECT and are not involved in the future design, construction, operation or maintenance of any facilities or improvements resulting from implementation of the PROJECT.

17. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

18. **RIGHTS AND DUTIES** - 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, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The SPONSOR may not assign this Agreement nor any interest hereunder without the express prior written consent of the DISTRICT.

19. **WAIVERS** - 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.

20. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498
Attn: Executive Director

To the PROJECT SPONSOR at:

City of Fort Lauderdale
One East Broward Blvd., Suite 1605
Fort Lauderdale, FL 33301
Attn: Project Manager

21. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the SPONSOR.

22. **GOVERNING LAW** - The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the State of Florida.

23. **ENTIRE UNDERSTANDING** - This Agreement, including any exhibits made a part hereof, embodies the entire Agreement and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

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

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

DATE: _____

WITNESSES:

CITY OF FORT LAUDERDALE

Print Name _____

Print Name _____

By: _____
Greg Chavarria
Title: City Manager

DATE: _____

ATTEST:

David R. Soloman, City Clerk

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

EXHIBIT A

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM**

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

PROJECT TITLE: Bathymetric Survey of the New River _____

APPLICANT: City of Fort Lauderdale _____

Project Elements <i>(Please list the MAJOR project elements and provide a general cost break out for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity Estimated Cost (Number and/or Footage)	Applicant's Cost	FIND Cost
Bathymetric Survey for the New River, Fort Lauderdale, Broward County, FL survey will extend from the IWW Federal Channel westerly to Bradford Marine off State Road 84. The approximate length of route is 6.5 miles	\$13,996.00	\$6,998.00	\$6,998.00

**** TOTALS =** \$ 13,996.00 \$ 6,998.00 \$ 6,998.00

EXHIBIT B

**FLORIDA INLAND NAVIGATION DISTRICT
INTERLOCAL AGREEMENT
PAYMENT REIMBURSEMENT REQUEST FORM**

PROJECT NAME: _____ PROJECT NO.: _____

PROJECT SPONSOR: _____ BILLING NO.: _____

Amount of Assistance		_____
Funds Previously Requested	✂	_____
Balance Available	=	_____
Funds Requested		_____
Less Retainage (10%)	✂	_____
Check Amount	=	_____
Balance Available		_____
Less Check Amount	✂	_____
Balance Remaining	=	_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
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EXHIBIT B CONTINUED

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
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Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement.

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT C
FLORIDA INLAND NAVIGATION DISTRICT
INTERLOCAL AGREEMENT

Project Completion Certification

Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Interlocal Agreement between the Florida Inland Navigation District and _____, dated _____, 20__, and that all funds were expended in accordance with Exhibit "A" of the Interlocal Agreement.

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

NOTARY SEAL

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

**ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT**

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD			
Oct 1-DEC 31_____	Jan 1-Mar 31____	April 1-June 30 ____	July 1-Sept 30
Report Due: (Jan 15)	(April 15)	(July 15)	(Sept 30)

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

Form No. 95-02
(Effective Date: 7-30-02)

EXHIBIT E