

**SMALL-SCALE DERELICT VESSEL REMOVAL
PROJECT AGREEMENT**

PROJECT NO. ICW-BR-FL-22-03

This Agreement is entered into this ____ day of _____, 2022 by and between the FLORIDA INLAND NAVIGATION DISTRICT ("FIND") and CITY OF FORT LAUDERDALE (the "Project Sponsor"). Nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28 Florida Statutes.

WHEREAS, Project Sponsor has requested that FIND provide a portion of the funding needed for a Small-Scale Derelict Vessel Removal Project in Fort Lauderdale, Broward County, as detailed in Exhibit A; and

WHEREAS, FIND is willing to provide such assistance for the removal of eligible derelict vessel(s) along the Intracoastal Waterway in Broward 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 this 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.

2. FIND shall provide an amount not to exceed \$7,312.00 for the components of the project set forth in Exhibit A, with FIND paying the Project Sponsor up to seventy-five percent (75%) of the amount actually expended for each component, up to the amount listed on Exhibit A for said component, which shall also be in compliance with the District's policy on Small-Scale Derelict Vessel Removal project Exhibit C.

3. Project Sponsor shall complete, or cause to be completed, the Project and submit all required payment reimbursement information on or before June 30, 2024. The District, by prior written approval, may extend funding under this Interlocal Agreement for one (1) year to

June 30, 2025 with such extension of the Project period being at the sole discretion of the District. Any request for extension of the Project period and associated funding beyond June 30, 2024, shall require submittal by the Project Sponsor of a request for extension to the District, accompanied by a status report of the Project, no later than April 30, 2024. This extension request will then be considered by the District's Board, which decision shall be final.

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. The Project Sponsor, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the PROJECT AMOUNT less any prior installment payments. The Payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit B), and (4) submission of a photograph(s) of the completed PROJECT(s).

6. 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.

7. 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.

8. 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 Fort Lauderdale
2 South New River Drive East, Suite 103
Fort Lauderdale, FL 33301
Attention: Marine Facilities Supervisor

9. 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.

10. 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 venue of any such litigation shall be had only in the courts of Palm Beach County, Florida.

11. 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.

12. 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.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

DATE: _____

WITNESSES:

Alain Boileau
Alain Boileau

Donna Varisco
Donna Varisco

CITY OF FORT LAUDERDALE

By: _____

Title: Greg Chavarria, City Manager _____

DATE: 9.13.22

Approved as to form:
Alain E. Boileau, City Attorney

Alain Boileau



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

RUSH
SUP 649/16

Today's Date: 9/19/2022

DOCUMENT TITLE: Grant Application with the F.I.N.D. of \$7,312.00 for removal of sunken derelict vessel from the Intracoastal Waterway - Agreement - (3 copies of each)

COMM. MTG. DATE: 9/6/2022 CAM #: 22-0752 ITEM #: CR-7 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Sonia-Ext.5598 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CMO Router Name/Ext: J. Luscomb- Ext.5343# of originals routed: 3 Date to CAO: 9/6/2021

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: # 3

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 9/12/22 Alain E. Boileau db
Attorney's Name Initials

3) City Clerk's Office: # of originals: 3 Routed to: Donna V./Aimee L./CMO Date: 09/12/22

4) City Manager's Office: CMO LOG #: _____ Document received from: _____

Assigned to: GREG CHAVARRIA TARLESHA SMITH
ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN

PER ACM: T. Smith _____ (Initial/Date) PER ACM: A. Fajardo _____ (Initial/Date)
S. Grant _____ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to Mayor CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

7) CAO forwards _____ originals to CCO Date: _____

8) City Clerk: Scan original and forwards _____ originals to: Sonia Sierra/ CAO/ Ext. 5598

Attach _____ certified Reso # _____ YES NO

Original Route form to Sonia Sierra 5598

1/10/20 402
H2U5