

- RMH** CM-1 24-0310 Motion Approving the Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response - (Commission Districts 1, 2, 3 and 4)
- APPROVED**
- Yea:** 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

**CONSENT RESOLUTION**

- RMH** CR-3 24-0281 Resolution Accepting a \$59,000 Grant from the Florida Department of Environmental Protection (FDEP) for the Citywide Vulnerability Assessment Project and Authorizing the City Manager to Execute an Amendment to the Grant Agreement - (Commission Districts 1, 2, 3, and 4)
- 24-65
- ADOPTED**
- Yea:** 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

- RBD** CR-4 24-0292 Resolution Delegating the Authority to the City Manager to Execute a Project Agreement Accepting a Grant for up to \$5,644 from the Florida Inland Navigation District - Small Scale Derelict Vessel Removal Program to Remove a Derelict Vessel from the Cooley's Landing Marina - (Commission District 2)
- 24-66
- ADOPTED**
- Yea:** 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

- RO** CR-5 24-0358 Resolution Appointing NS PR Law Services LLC D/B/A Napoli Shkolnik PLLC and Ventura Law as Special Counsel, to Represent the City of Fort Lauderdale in Connection with Litigation Related to the Prosecution of any Legal Claim Against Manufacturers of Generic Pharmaceuticals and/or their Executives Based Upon their Actions Fixing Price or other Wrongdoing with Respect to Insulin and other Diabetic Medication and Generic Prescription Medications - (Commission Districts 1, 2, 3 and 4)
- 24-67
- ADOPTED**
- Yea:** 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis



**CITY OF FORT LAUDERDALE**  
**City Commission Agenda Memo**  
**REGULAR MEETING**

**#24-0292**

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**TO:** Honorable Mayor & Members of the Fort Lauderdale City Commission

**FROM:** Greg Chavarria, City Manager

**DATE:** April 2, 2024

**TITLE:** Resolution Delegating the Authority to the City Manager to Execute a Project Agreement Accepting a Grant for up to \$5,644.00 from the Florida Inland Navigation District – Small Scale Derelict Vessel Removal Program to Remove a Derelict Vessel from the Cooley’s Landing Marina – **(Commission District 2)**

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**Recommendation**

Staff recommends the City Commission approve a Resolution authorizing the City Manager to Execute a Project Agreement (ICW-BR-FL-23-023 between the City of Fort Lauderdale and the Florida Inland Navigation District (FIND) providing funding from FIND in the amount up to \$5,644.00. but in no event more than 75% of the City’s out of pocket costs (“Project Amount”) for the removal of an abandoned derelict 36’ vessel “It is What it Is” from the Cooley’s Landing Marina (hereinafter “Project”) and any other documents reasonably necessary and ancillary to the implementation and completion of the Project Agreement and Project. This Grant requires a city match of \$1,881.00.

**Background**

The Florida Inland Navigation District (FIND) administers the Waterway Assistance Program (WAP) program. FIND provides funding assistance to local governments within the District to provide public access to area waterways through boat ramps, floating docks and derelict vessel removal.

A 36’ vessel, “It is What it Is” was abandoned and sunk at the Cooley’s Landing Marina and the City of Fort Lauderdale Police Marine Unit deemed the vessel derelict and authorized the City to remove the vessel on September 25, 2023. On October 19, 2023, Sea Tow Fort Lauderdale salvaged, removed and disposed of the derelict vessel for the City at a cost of \$7,525.00.

The Florida Inland Navigation District Small Scale Derelict Vessel Removal Program will fund up to 75%, or in this case \$5,644.00 of the costs needed to salvage and properly dispose of this abandoned vessel. The remaining costs of \$1,881.00 to remove the vessel will be funded by the City.

**Resource Impact**

This action will result in a positive impact to the City in the amount of \$5,644 which will be appropriated to the accounts below contingent upon the approval of the Consolidated Budget Amendment CAM 24-0321.

Grant

Source:

| <b>Funds available as of March 19, 2024</b> |  |                                     |                                   |                                      |                |
|---|--|-------------------------------------|-----------------------------------|--------------------------------------|----------------|
| <b>ACCOUNT NUMBER</b>                       | <b>COST CENTER NAME</b>                              | <b>CHARACTER CODE/ ACCOUNT NAME</b> | <b>AMENDED BUDGET (Character)</b> | <b>AVAILABLE BALANCE (Character)</b> | <b>AMOUNT</b>  |
| 10-129-9300-529-334-700-23GFINDA            | Removal of Abandoned Derelict 28' Carver Motor Yacht | State Grant - Culture/Recreation    | \$0                               | \$0                                  | \$5,644        |
| <b>TOTAL AMOUNT →</b>                       |  |                                     |                                   |                                      | <b>\$5,644</b> |

Revenue

Use:

| <b>ACCOUNT NUMBER</b>            | <b>COST CENTER NAME</b>                              | <b>CHARACTER CODE/ ACCOUNT NAME</b> | <b>AMENDED BUDGET (Character)</b> | <b>AVAILABLE BALANCE (Character)</b> | <b>AMOUNT</b>  |
|----------------------------------|--|-------------------------------------|-----------------------------------|--------------------------------------|----------------|
| 10-129-9300-529-30-3299-24GFINDA | Removal of Abandoned Derelict 28' Carver Motor Yacht | Services/Materials - Other Services | \$0                               | \$0                                  | \$5,644        |
| <b>TOTAL AMOUNT →</b>            |  |                                     |                                   |                                      | <b>\$5,644</b> |

Expense

**Strategic Connections**

This item is a 2024 Commission Priority advancing the Public Places initiative.

This item is a *Press Play Fort Lauderdale Strategic Plan 2029*, specifically advancing:

- The Public Places Focus Area
- Goal 5: Build a beautiful and welcoming community

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Here*.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Space Element
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our City.

**Related CAM**  
24-0321

**Attachments**

Exhibit 1 – Grant Pre-Application Form

Exhibit 2 – Project Agreement ICW-BR-FL-23-02

Exhibit 3 – Resolution

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Prepared by: Jonathan Luscomb, Parks & Recreation Department

Department Director: Carl Williams, Parks & Recreation Department

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

PROJECT NO. ICW-BR-FL-23-03

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the FLORIDA INLAND NAVIGATION DISTRICT ("FIND") and THE CITY OF F. 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 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.

2. FIND shall provide an amount not to exceed \$5,644.00 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 B.

3. Project Sponsor shall complete, or cause to be completed, the Project and submit all required payment reimbursement information on or before June 30, 2025. The District, by prior written approval, may extend funding under this Interlocal Agreement for one (1) year to June 30, 2026, 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, 2025, 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, 2025. This extension request will then be considered by the District's Board, which decision shall be final.

4. 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 Exhibit C payment reimbursement request form for expenses incurred on the PROJECT by the DISTRICT (including proof of payment), (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit D), and (4) submission of a photograph(s) of the completed PROJECT(s).

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 (see next page):

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

To the Project Sponsor: City of Ft. Lauderdale  
450 Southwest 7th Ave.  
Ft. Lauderdale, FL 33312  
Attention: Grants Officer

8. 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 PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

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:

x add  
Print Name Maria Amrett

Print Name Amber Cabrera

[Signature]

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

PROJECT SPONSOR

By: [Signature]  
Greg Chavarria  
Title: City Manager

DATE: April 11, 2024

ATTEST:

[Signature]  
David R. Soloman, City Clerk



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

[Signature]





**Exhibit A**

**FLORIDA INLAND NAVIGATION DISTRICT  
SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM APPLICATION**

**PROJECT COST ESTIMATE**

(See Rule Sections 66B-2.005, 2.008 & 2.015 for eligibility and funding ratios)

**APPLICANT:** City of Ft. Lauderdale

**PROJECT:** Derelict Vessel Removal

**VESSEL LOCATION AND IDENTIFICATION:** \_\_\_\_\_

| <b>Project Elements</b><br><i>(Please list the project cost elements and provide a general cost break out for each one.)</i> | <b>Quantity Estimated Cost</b><br><b>(Number or cost per vessel )</b> | <b>Applicant's Cost</b> | <b>FIND Cost</b> |
|--|---|-------------------------|------------------|
| Salvage and Remove Derelict Vessel<br>"It Is What it Is"   | 7525  | 1881                    | 5644             |

**\*\* TOTALS =**                                    \$ 7525                                    \$ 1881                                    \$ 5644

**EXHIBIT B**  
**Small-Scale Derelict Vessel Removal Projects Rule (Rule 66B-2.015)**

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT  
ASSISTANCE PROGRAM  
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: \_\_\_\_\_ PROJECT #: \_\_\_\_\_

PROJECT SPONSOR: \_\_\_\_\_ BILLING #: \_\_\_\_\_

Amount of Assistance \_\_\_\_\_  
Less Previous Total Disbursements A. \_\_\_\_\_  
Less Previous Total Retainage Held B. \_\_\_\_\_  
Balance Available = \_\_\_\_\_

Funds Requested This Disbursement

Funds Requested C. \_\_\_\_\_  
Less Retainage (-10% unless final) D. \_\_\_\_\_  
Check Amount = \_\_\_\_\_

Amount of Assistance \_\_\_\_\_  
Less Total Prior and Current Payments  
Including all retainage held \_\_\_\_\_  
Balance Remaining = \_\_\_\_\_

SCHEDULE OF EXPENDITURES

| Expense Description<br>(Should correspond to Vendor Name<br>Cost Estimate Sheet<br>Categories in Exhibit "A") | Check No.<br>and Date | Total<br>Cost | Applicant<br>Cost | FIND<br>Cost |
|---|-----------------------|---------------|-------------------|--------------|
|---|-----------------------|---------------|-------------------|--------------|

| Expense Description | Vendor Name | Check No. | Ck date | Total Cost | Applicant Cost | FIND Cost |
|---------------------|-------------|-----------|---------|------------|----------------|-----------|
|---------------------|-------------|-----------|---------|------------|----------------|-----------|

**EXHIBIT C (CONTINUED)**

**SCHEDULE OF EXPENDITURES**

| <b>Expense Description<br/>(Should correspond to<br/>Cost Estimate Sheet<br/>Categories in Exhibit "A")</b> | <b>Vendor Name</b> | <b>Check No.<br/>and Date</b> | <b>Total<br/>Cost</b> | <b>Applicant<br/>Cost</b> | <b>FIND<br/>Cost</b> |
|---|--------------------|-------------------------------|-----------------------|---------------------------|----------------------|
|---|--------------------|-------------------------------|-----------------------|---------------------------|----------------------|

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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 D**  
**FLORIDA INLAND NAVIGATION DISTRICT**  
**SMALL-SCALE DERELICT VESSEL REMOVAL PROGRAM**

**Project Completion Certification**

Sponsor: \_\_\_\_\_

Project Title: \_\_\_\_\_ Project #: \_\_\_\_\_

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. \*

Project Liaison Name: \_\_\_\_\_

Project Liaison Signature: \_\_\_\_\_

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.

FIND Form No. 90-13  
(Effective Date: 12-17-90, Revised 7-30-02)



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

11

Today's Date: 4/8/2024

DOCUMENT TITLE: Project Agreement for \$5,644.00 with FIND – Cooley's Landing Marina – remove a small derelict vessel.

COMM. MTG. DATE: 4/2/2024 CAM #: 24-0292 ITEM #: CR-4 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: 1 Date to CAO: 4/8/24

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals 1

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

Date to CCO: 4/8/24 Thomas J. Ansbro  
Attorney's Name Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber Cabrebra./CMO Date: 04/08/24

4) City Manager's Office: CMO LOG #: APR09 Document received from: CCO 4/10/24

Assigned to: GREG CHAVARRIA  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: A. Fajardo (Initial/Date)

PER ACM: S. Grant (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward  originals to  Mayor  CCO Date: 4/11/2024

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

6) City Clerk: Scan original and forwards \_\_\_\_\_ originals to: J Luscomb/Parks / Ext. 5343  
\* scan copy of executed docs to ssierra@thunderbolt.gov  
Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_  YES  NO Original Route form to Sonia Sierra 5598