

SMALL-SCALE DERELICT VESSEL REMOVAL
PROJECT AGREEMENT

PROJECT NO. ICW-BR-FL-18-03

This Agreement is entered into this ____ day of _____, 20____ by and between the FLORIDA INLAND NAVIGATION DISTRICT ("FIND") and the 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 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 New River 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 \$6,000.00 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 projects Exhibit D.

3. Project Sponsor shall complete, or cause to be completed, the Project and submit all required payment reimbursement information on or before September 30, 2020. The District, by prior written approval, may extend funding under this Interlocal Agreement for one (1) year to September 30, 2021, 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 September 30, 2020, 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 July 30, 2020. 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 Final Audit report of expenses incurred on the PROJECT by the DISTRICT (proof of payment and reimbursement request (Exhibit C), (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).

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 Fort Lauderdale
2 South New River Drive East
Fort Lauderdale, FL 33301
Attention: Supervisor of Marine Facilities

8. 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.

9. 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.

10. 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.

11. 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:

PROJECT SPONSOR

By: _____

Title: _____

DATE: _____

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

Applicant: City of Fort Lauderdale

Project Title: Tarpon River Derelict Vessel Removal

Contact Person: Jonathan Luscomb

Title: Supervisor of Marine Facilities

Address: 2 South New River Drive East

Fort Lauderdale, Fl Zip Code: 33301

Telephone: 954-828-5343 Fax: 954-468-1599

Email: jluscomb@fortlauderdale.gov

Number of Vessels and waterway locations: 1 Vessel: 26° 6.572N / 80°09.085W (Please include pictures and map locations on a separate worksheet)

Vessel Distance from the Intracoastal Waterway 1.9 to ICW .25 to New River

Total Estimated Costs to removal all vessels: \$8,000; FIND Funding Requested: \$ 6,000
% of total cost: 75%. Please complete and attach a cost estimate sheet (Form # 01-06) for each vessel to be removed, in addition to a contractor bid sheet)

Amount and Source of Applicants Matching Funds: \$2,000 – Broward Boating Improvement Program (on Hand)

Other (non-FIND) Assistance applied for (name of program and amount) Broward Boating Improvement Program

Have all vessels been identified by the Florida Fish & Wildlife Conservation Commission (FFWCC) (or other applicable marine law enforcement agency) as derelict? Yes If not, explain: _____
Fort Lauderdale Police Department

Have all necessary permits and or approvals been approved for the removal of the derelict vessels? Yes

If not, please explain: _____

I hereby certify that the information provided in this application is true and accurate.

SIGNATURE:  DATE: 11 15 13

ASS'T CITY MANAGER

EXHIBIT B

**FLORIDA INLAND NAVIGATION DISTRICT
SMALL-SCALE DERELICT VESSEL REMVOAL 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 Attachment "A" and Paragraph 2 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)

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT DERELICT VESSEL REMOVAL PROGRAM PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #: _____

PROJECT SPONSOR: _____

Amount of Assistance		_____
All Funds Previously Requested	X	_____
Balance Available	=	_____
Funds Requested		_____
Less Retainage (-10% unless final)	X	_____
Check Amount	=	_____
Balance Available		_____
Less Check Amount	X	_____
Balance Remaining	=	_____

SCHEDULE OF EXPENDITURES

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

EXHIBIT C (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
---	-------------	-----------------------	---------------	-------------------	--------------

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
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 \$30,000.00 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.