

## ADDITIONAL AGENDA ITEM

### FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Friday, November 17, 2023  
Wyndham Grand Jupiter at Harbourside Place  
122 Soundings Ave.,  
Jupiter, Palm Beach County, Florida 33477

**Item 19a. Interlocal Agreement with the City of Fort Lauderdale to Conduct a Bathymetric Survey of the New River, Fort Lauderdale, Broward County, FL.**

In 2016, FIND undertook construction of the "Broward Deepening Project." The objective of this project was to deepen the channel of the Intracoastal Waterway (IWW) from the previous -10 MLW template to -17 ft MLW (- 15 ft MLW design template plus 2 ft of allowable over-dredging) of a 2-mile section in the City of Fort Lauderdale from the 171h Street Causeway to just north of the Las Olas Bridge. The additional seven feet of channel depth greatly expanded the size and number of larger commercial and private vessels that can traverse this crucial stretch of the IWW, making Broward County more competitive in attracting "megayachts", which generate significant economic activity wherever these vessels port and/or are maintained and overhauled. This project took over 20 years of planning, design, permitting and construction, with a FIND investment of over \$20 million, for the successful completion of this project.

Fort Lauderdale has a highly developed infrastructure for servicing, maintaining and overhauling vessels of all kinds, particularly the megayachts. The marine industries along the New River provide not only a strong local economic benefit, but regional and national economic benefits bringing in international vessels which would otherwise do business in other countries. The City has expressed an interest in preserving and protecting this important economic engine along the New River and FIND has a continued interest in assisting with the maintenance and unimpeded navigability of the waterways in Broward County.

The City of Fort Lauderdale is requesting Funding Assistance of \$6,998.00 from the Florida Inland Navigation District through an Interlocal Agreement to assist in the conducting of a Bathymetric Survey of the New River in Fort Lauderdale Florida. The New River is a natural, navigable tributary of the Intracoastal Waterway (IWW) and a major transportation route for commercial and recreational vessels. The purpose of the bathymetric survey is to define and map the navigable channel in the New River, identify potential areas in need of dredging, and guide future development policy decisions required to maintain its navigability.

The limits of the survey will mirror the 2011 survey and extend from the IWW channel westerly up the New River to Bradford Marine off State Road 84. The approximate length of route is 6.5 miles. This proposal is consistent with the District's program rules and Florida Statute 163.01, otherwise known as the Florida Interlocal Cooperation Act of 1969.

*(Please see back up pages 2-17)*

RECOMMEND: Approval of the Interlocal Agreement with the City of Fort Lauderdale for Funding Assistance in the Amount of \$6,998 to Conduct a Bathymetric Survey of the New River Fort Lauderdale, Broward County, FL.

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November 8, 2023

Ms. Janet Zimmerman, Assistant Executive Director  
Florida Inland Navigation District  
1314 Marsinski Road  
Jupiter, FL 33477

**RE: Request for and Interlocal Agreement: Bathrythmic Survey of the New River**

Dear Ms. Zimmerman:

Please accept the attached exhibit as the Cit of Fort Lauderdale's request for funding assistance of \$6,998.00 through an Interlocal Agreement to conduct a Bathrythmic survey of the New River.

The purpose of this Bathrythmic Survey is to define and map the navigable channel in the New River, identify potential areas in need of dredging, guide future development policy decisions required to maintain its navigability and to monitor encroachment on the River of shoreline development in certain areas.

If you need any further information, please reach out to Jonathan Luscomb, Marine Facilities Supervisor, at 954-828-5343 or [jluscomb@fortlauderdale.gov](mailto:jluscomb@fortlauderdale.gov).

Thank you and the Board of Commissioners for your consideration.

Sincerely,

Greg Chavarria  
City Manager

**Interlocal Agreement Funding Request**  
**Florida Inland Navigation District and**  
**The City of Fort Lauderdale**  
*Bathrythmic Survey of the New River*  
**November 7, 2023**

The City of Fort Lauderdale is requesting Funding Assistance of \$6,998.00 from the Florida Inland Navigation District through an Interlocal Agreement to assist in the conducting of a Bathrythmic Survey of the New River in Fort Lauderdale Florida.

The purpose of this Bathrythmic Survey is to define and map the navigable channel in the New River, identify potential areas in need of dredging, guide future development policy decisions required to maintain its navigability and to monitor encroachment of shoreline development in certain areas.

The deepest parts of the river are not always in the middle of the river, but rather along its edges and the outer radii of the River's turns. Shoreline development unchecked can potentially constrict the New River and negatively impact the local marine industry and its economic impacts by reducing the ability of large vessels to navigate to the western service yards and restricting marine construction vessels access upriver to service waterfront businesses and residential properties along the river.

The New River is a tributary of the Atlantic Intra-Coastal Waterway and a major transportation route for commercial and recreational vessels, but also a vital resource for the property owners along its banks. By establishing a guided and clear policy, policy makers can strike a balance between navigational safety and the preservation of riparian rights of riverfront property owners.

The first step to developing a comprehensive use plan for the New River is to have up-to-date bathymetry of the New River. Identifying the path and depth of the channel and the width from riverbank to riverbank is critical to develop balanced development policies. The most recent study available dates to 2011. Environmental factors likely have changed since then. Sea level rise, increased vessel traffic and shoreline development with mooring structures have all contributed to congestion and the constriction of the New River. A Bathrythmic survey will identify areas of change when compared to the 2011 survey and reveal potential areas along the New River in need of developmental policy changes. For example, how mooring structure construction and seawall replacement occur in identified pinch points along the river.

The following items are factors for the consideration, creation and implementation of future development policies.

1. **Economics of South Florida:** The marine industry supports 142,000 jobs in the region, contributing \$6.9 billion in wages and earnings and results in more than \$18.5 billion in economic impact. Boatyards and service facilities located along the New River represent approximately 75% of the in-water repair facilities in the local area and are the keystones to the Marine industry's current and future economic success.

2. **Maritime Safety:** Increasing congestion and navigational challenges on the New River pose significant risks to both commercial and recreational vessels, their passengers, and the properties along its banks. Safe navigation facilitates tourism-related activities such as boat tours and recreational boating. Safe navigation measures can be established from future policies that ensure safe distances from private docks, minimize wake damage to waterfront structures, prevent unauthorized access to private properties and aid in avoiding vessel collisions and allisions.
3. **Recognition of Riparian Rights:** Riparian rights, including public access to the water and the intracoastal are essential to the property owners along the New River. Future policy can preserve these rights by establishing designated areas for vessel passing traffic, preventing encroachment on private properties, and ensuring that navigation activities do not unduly interfere with the enjoyment and use of the river by riparian landowners. Additionally, recognizing the importance of involving riparian landowners as stakeholders in the decision-making process is crucial. Their input and expertise can contribute significantly to the development of effective regulations that balance navigational needs with the preservation of riparian rights.
4. **Minimizing Erosion and Property Damage:** Wakes generated by vessels passing near the riverbanks contributes to erosion and damage to waterfront properties and seawalls. By establishing speed limits, no-wake zones, and other measures to mitigate these concerns can be implemented to protect the riparian lands and structures from potential harm.
5. **Environmental Conservation:** The New River is surrounded by diverse ecosystems and is home to various plant and animal species. Protecting the river's ecological integrity is crucial for maintaining the balance of these ecosystems. Safe navigation practices can prevent damage to the riverbed, reduce the risk of toxic spills or pollution, and ensure minimal disruption to the surrounding environment.
6. **Economic Value and Property Investments:** The preservation of riparian rights and the establishment of a safe and regulated navigation area can have positive economic implications. The south fork of New River represents 258,304 feet of shoreline, 2,476 private home slips and 288 slips in multifamily developments. Property values along the New River are closely tied to the quality of the river experience, and ensuring a well-maintained and safe navigable waterway will attract investment, tourism, and economic opportunities for the community.



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

**#23-1090**

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

**FROM:** Greg Chavarria, City Manager

**DATE:** November 7, 2023

**TITLE:** Motion Authorizing the City Manager to submit a request to the Florida Inland Navigation District (FIND) for Funding Assistance in the amount of \$6,998 to Conduct a Bathymetric Survey of the New River - **(Commission Districts 2 and 4)**

**Recommendation**

Staff recommends the City Commission approve a motion authorizing the City Manager to submit a request to the Florida Inland Navigation District (FIND) providing Funding Assistance for \$6,998. The Interlocal Agreement will require a City Match of \$6,998.

**Background**

The Florida Inland Navigation District (FIND), on occasion, will enter into an Interlocal agreement with governmental agencies to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

The purpose of this Bathymetric Survey is to define and map the navigable channel in the New River and to guide future development policy decisions required to maintain its navigability and to monitor encroachment of shoreline development in certain areas. The deepest parts of the river are not always in the middle of the river, but rather along its edges and the outer radii of the River's turns. Shoreline development unchecked can potentially constrict the New River and negatively impact the local marine industry and its economic impacts by reducing the ability of large vessels to navigate to the western service yards and marine construction vessels access upriver to service waterfront businesses and residential properties along the river.

**Resource Impact**

There is no fiscal impact associated with the grant application. The Interlocal Agreement will be brought back to the City Commission for execution and appropriation if awarded.

**Strategic Connections**

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

This item is a *Press Play Fort Lauderdale Strategic Plan 2024*, specifically advancing:

- The Public Places Focus Area
- Goal 3: Build a healthy and engaging community
- Improve access to and enjoyment of our beach, waterways, parks, and open spaces for everyone

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

**Attachment**

Exhibit 1 – Interlocal Agreement Funding Request

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Prepared by: Jonathan Luscomb, Parks & Recreation Department

Department Director: Carl Williams, Parks & Recreation Department

**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

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**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\_\_\_\_\_

<p align="center"><b>Project Elements</b> <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></p>	<p align="center"><b>Quantity Estimated Cost</b> <b>(Number and/or Footage)</b></p>	<p align="center"><b>Applicant's Cost</b></p>	<p align="center"><b>FIND Cost</b></p>
<p>Bathymetric Survey for the New River, Fort Lauderdale, Broward County, FL</p> <p>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</p>	<p><b>\$13,996.00</b></p>	<p><b>\$6,998.00</b></p>	<p><b>\$6,998.00</b></p>

**\*\* 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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FIND - Form No. 90-24  
Page Two

## 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:**



**EXHIBIT E**

