

PRELIMINARY CONSENT AGENDA

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Saturday, October 18, 2014

**Hilton Garden Inn Ft. Lauderdale Airport-Cruise Port
180 SW 18th Avenue,
Dania Beach, FL, 33004-3105
Broward County, Florida.**

Item A. Waterway Master Access Plan, Martin & St. Lucie Counties, Project Extension Request.

The Martin Metropolitan Planning Organization (MPO) has requested an extension of their FY 2013-14 project agreement for the Martin-St. Lucie Regional Waterways Plan. The Martin MPO is in the final stages of presenting the draft plan to the partnering organizations. Florida Statutes (374.97692) allows for this agreement to be extended. Staff is recommending an extension of one additional year (Revised expiration date: September 30, 2015) to allow for completion, comment and distribution of this plan.

(Please see back up pages 2 – 14)

RECOMMEND: Approval of the requested project agreement extension for one additional year.

Item B. Reinstatement and Lease Agreement Extension with City of Pompano Beach for Public Access Purposes at MSA-727-C, “Harbors Edge Park”, Broward County, FL.

On November 29, 1988, the Navigation District entered into a 25-year lease agreement with the City of Pompano Beach for public access at MSA 727-C, a 10.5-acre parcel owned by the District and known locally as “Harbors Edge Park”. The City has operated this property as a park area with a trail and pavilion for numerous years, allowing visitor access to the Intracoastal Waterway. The City of Pompano Beach is requesting the reinstatement of the lease and a 10-year lease agreement extension.

This site is not identified for dredge material use in the foreseeable future. Staff has worked with our attorney to draft a proposed 10-year lease agreement extension with additional provisions for potential future FIND project access.

(Please see back up pages 15 - 22)

RECOMMEND: Approval of the reinstatement of the lease with a 10-year lease agreement extension with City of Pompano Beach for MSA 727-C, known as Harbors Edge Park, Broward County, FL.



M A R T I N

METROPOLITAN PLANNING ORGANIZATION

2401 S.E. Monterey Rd.
Stuart, Florida 34996
<http://www.martinmpo.com>

TOM BAUSCH

Chairman
Commissioner For
The Town Of Sewall's Point

SARAH HEARD

Vice-Chairman
Martin County Commissioner

JOHN HADDOX

Martin County Commissioner

ANNE SCOTT

Martin County Commissioner

DOUG SMITH

Martin County Commissioner

EULA R. CLARKE

Commissioner For
The City Of Stuart

TROY MCDONALD

Mayor For
The City Of Stuart



TELEPHONE:
(772) 221-1498

FAX:
(772) 221-2389

September 29, 2014

Janet Zimmerman, Assistant Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, FL 33477

RE: Waterway Master Access Plan, Martin – St. Lucie Counties
Project #ICW-MASL-13-01

Dear Ms. Zimmerman:

Martin Metropolitan Planning Organization (MPO) is requesting an extension of the term for the Martin St. Lucie Regional Waterways Plan as provided in the FIND Waterway Plan Agreement, Section 2. (Please see attached.) We respectfully request extending the project completion date to January 15, 2015 and will submit all required payment reimbursement information on or before that date.

Our reason for needing an extension is the result of action taken by the St. Lucie Transportation Planning Organization (TPO) at their September 3, 2014 meeting. At that time, the TPO Board approved the cancellation of the October 1, 2014 meeting. The next TPO Board meeting is December 3, 2014, and they will review the Final Draft document at that time.

Please present this request to the FIND Board at the October meeting and notify us of the outcome.

If you have any questions, please contact Bonnie Landry at (772) 223-7983 or blandy@martin.fl.us.

Sincerely,

Beth Beltran
MPO Administrator

Attachment

BB/bcl

**FLORIDA INLAND NAVIGATION DISTRICT
WATERWAY PLAN AGREEMENT**

PROJECT NUMBER: ICW- MASL-13-01

This WATERWAY PLAN AGREEMENT ("Agreement") made and entered into this 3rd day of January, 2013 by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the Martin County Metropolitan Planning Organization, (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 SPONSOR in furtherance of the development of a Waterway Plan ("PLAN") consisting of Martin County and St. Lucie County (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.

2. **TERM** - The SPONSOR shall not commence work on the PROJECT prior to the execution of this Agreement unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before October 30, 2014**, unless the PROJECT period has been extended with the prior written approval of the DISTRICT. In no event other than a declared state of emergency that affects the completion of the PLAN shall the PROJECT period extend beyond 3 year(s) from September 30, 2012. The SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this Agreement beyond **October 30, 2014**, and that any extension of funding beyond this date shall be at the sole discretion 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 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 \$100,000.

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. 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). 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 E). NON-COMPLIANCE by the SPONSOR with the reporting schedule in Exhibit E 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 PLAN.

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

17. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PLAN 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

To the PROJECT SPONSOR at:

Martin County MPO
Attention: Beth Beltran, MPO Administrator
2401 SE Monterey Road, 2nd Floor
Stuart, FL 34996

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: 1/3/13

WITNESSES:





METROPOLITAN PLANNING ORGANIZATION

By: 

Title: Tom Bausch, Chairman

DATE: 12/17/12

SCOPE OF SERVICES

Waterways Plan Development, Planning, Evaluation and Meeting Facilitation for Martin & St. Lucie Counties

This exhibit forms an integral part of that certain agreement between the Martin County Metropolitan Planning Organization, St. Lucie Transportation Planning Organization, and the Treasure Coast Regional Planning Council dated _____.

THE PROJECT

Waterways Plan for Martin & St. Lucie Counties

SCOPE OF WORK

The Treasure Coast Regional Planning Council (TCRPC) will assist the Martin County Metropolitan Planning Organization (MPO), St. Lucie Transportation Planning Organization (TPO), local governments in Martin and St. Lucie County, the Florida Inland Navigation District (FIND), and other agencies and entities with the planning, evaluation, and development of a Waterways Plan for Martin & St. Lucie Counties. The purpose of the plan is to identify and explore strategies to leverage economic benefits related to the waterways as well as land development opportunities, water-based transportation, and measures to improve efficiency, access, recreation, and marine-related benefits.

The two counties contain extensive waterways, including the Intracoastal Waterway, St. Lucie River (including its "North Fork" and "South Fork"), and significant canals such as the St. Lucie Canal (or C-44), which provides a connection westward to Lake Okeechobee. The Intracoastal provides connections to the Atlantic Ocean via inlets in Stuart and Fort Pierce. Additionally, the counties include a series of smaller creeks and tributaries, which provide additional waterway connections for residents, business owners, visitors, and marine life. Each of the counties' municipalities includes waterfront properties with a range of residential, commercial, industrial, recreational, and other uses. The future development patterns, access, protection, function, regulation, and maintenance of the waterways are critical to the counties' sustainability.

The Waterways Plan will be developed in a series of phases, including background due diligence, public input, facilitated public workshops and design sessions, plan development and presentations, and implementation and will be coordinated with the proposed update to the Port of Fort Pierce Master Plan as appropriate. The Waterways Plan will be developed with the guidance of a formally structured steering committee that will be maintained throughout the development of the Plan. The following tasks delineate the details, timeframe, and fee structure for the project. It is understood that implementation activities will occur beyond the scope and

funding of this phase of the project, following the prioritization of projects and programs by the MPO and TPO.

TASK ONE: FACILITATION OF PROJECT STEERING COMMITTEE

TIMEFRAME: DECEMBER 2012 – FEBRUARY 2014 (ESTIMATED)

FEE: \$10,000

TCRPC will organize regular monthly meetings of a project steering committee from December 2012 through plan completion, facilitate meetings, and provide meeting summaries throughout the project timeframe. It is anticipated the project steering committee will be appointed by the MPO and TPO and include eight to ten representatives from organizations such as:

- Martin County MPO
- St. Lucie TPO
- Martin County local governments (including Martin County, City of Stuart, Town of Sewall's Point, and Town of Jupiter Island)
- St. Lucie County local governments (including St. Lucie County, City of Fort Pierce, City of Port St. Lucie)
- Florida Inland Navigational District
- Community & Business Organizations as determined by the MPO and TPO (e.g., St. Lucie Rivers Initiative, Florida Oceanographic Society, Economic Councils of Martin & St. Lucie County, Tourist Development Councils of Martin & St. Lucie County, St. Lucie Harbor Council)
- FDOT Maritime Coordinator

The Project Steering Committee will provide broad direction and oversight for the duration of the project, including identification of other organizations and individuals to be included in the Project Steering Committee. The Project Steering Committee will also assist in initial problem identification and due diligence to improve efficiency and help focus the Stakeholder Educational Sessions (Task Two) and Policy & Design Charrette (Task Three), both of which are described below.

**TASK TWO: STAKEHOLDER EDUCATIONAL SESSIONS –
IDENTIFICATION OF CHALLENGES & OPPORTUNITIES**

TIMEFRAME: JANUARY 2013 – AUGUST 2013 (ESTIMATED)

FEE: \$25,000

The Stakeholder Educational Sessions are designed to provide an detailed understanding of the broad range of waterway-related projects, programs, and activities currently underway in Martin and St. Lucie Counties; generally identify new potential project areas; and help inform the market demand and absorption studies related to long-term implementation.

These sessions will be scheduled monthly, designed to help educate the Project Steering

Committee, MPO and TPO, local governments, agencies, and other participants in the development of the Waterways Plan. The Stakeholder Educational Sessions will also help identify of waterway-related challenges and opportunities, including those related to geometry and other physical aspects of the waterway system. Relevant waterway plans from other areas of the nation and world will be reviewed, summarized, and presented in the sessions, with a goal of deriving best practices that can be applied to the Waterways Plan for Martin & St. Lucie Counties.

The Stakeholder Educational Sessions will include a series of facilitated panel presentations conducted by various agencies, groups, and organizations whose activities are related to the waterways. These entities and issues shall include, but not be limited to, the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), US Fish and Wildlife Service, Florida Department of Transportation (FDOT), Marine Industries Association, Port of Fort Pierce, St. Lucie Rivers Initiative, tourist development councils, business development boards, cultural and educational institutions (e.g., Harbor Branch Oceanographic Institute at Florida Atlantic University, Savannas Preserve State Park, Florida Oceanographic Society), US DOT Maritime Administration, major waterfront land planning activities (e.g., community redevelopment programs, preservation efforts), commercial users of the waterway (e.g., shippers, freight carriers), and others as identified by the Project Steering Committee. In addition, input will be sought from state-wide resources such as the Department of Economic Opportunity, Enterprise Florida, Visit Florida, and other appropriate entities. TCRPC staff will facilitate the panel discussions and identify key programs, projects, and activities relevant to the development of the Waterways Plan. The sessions will include facilitated discussions to identify and prioritize key waterways issues, opportunities, and challenges, including such topics as economics, land development, transportation, public access, and natural resource restoration, protection, and enhancement. The outcomes of this task will become the subject of the Policy and Design Charrette detailed in Task Three. TCRPC will document the sessions and produce a Summary Report, including summaries of all presentations, in narrative and graphic format, as well as identification of issues, opportunities, and challenges as prioritized by the Project Steering Committee.

TASK THREE: STAKEHOLDER PUBLIC SESSION – POLICY & DESIGN CHARRETTE

TIMEFRAME: SEPTEMBER 2013 – FEBRUARY 2014 (ESTIMATED)

FEE: \$165,000

TCRPC will conduct a broad stakeholder public event (targeted date: September 2013) in the form of a week-long policy and design charrette, with supporting public meetings and presentations, to create a conceptual master plan, including strategies and recommended implementation steps, for the Waterways Plan for Martin & St. Lucie Counties. Based on the waterways-related issues, opportunities, and challenges identified and prioritized in Task Two, TCRPC will perform the following sub-tasks:

3.1: Receive from MPO and TPO a fully detailed base map and convert into appropriately scaled GIS map for charrette.

3.2: Review of relevant planning documents related to the counties' waterways, including local government comprehensive plans, agency regulatory plans, redevelopment plans, and projects as well as planning documents of related agencies (e.g., FIND, SFWMD, FDEP, FDOT, DEO, Port of Fort Pierce). Due diligence review of other private agency and organizational documents and plans will also be conducted (e.g., economic development boards, tourist development councils, chambers of commerce, marine industries association). An inventory of planned capital improvements by local governments, agencies, and others will be identified and incorporated into the planning process.

3.3: As identified by the Project Steering Committee, conduct up to forty 30-minute interviews with public and private sector representatives, including local government and agency representatives, business and property owners, developers, elected officials and representatives of institutions and entities, that will be involved and/or affected along the waterways.

3.4: Based upon the opportunities and challenges identified in the Stakeholder Educational Sessions (Task Two), assemble a design team of eight to ten professionals representing a range of disciplines such as transportation, freight, navigation, marina development, economic development, environmental preservation and enhancement, tourism, hospitality, architecture, urban design, and related disciplines as appropriate. Conduct two full-day policy and design workshops with kick-off presentations (one in Martin County and one in St. Lucie County) to enable the public to identify and explore project and program opportunities, present market and economic data, and generate policy and design ideas for the Waterways Plan (the ratio of consultants to workshop participants at table sessions shall be no greater than 1:10, with one roaming presenter and relevant agency staff providing assistance upon request), and a presentation of ideas by the participants.

3.5: Maintain a week-long policy and design studio following the two public policy and design workshops, staffed by the design team, to expand public input opportunities and advance the input derived in the Stakeholder Educational Sessions (Task Two) and workshops (Task 3.4) into the preliminary components and recommendations for the Waterways Plan. Location to be determined in coordination with MPO and TPO staff.

3.6: Create, refine, and illustrate an overall master plan and recommended policy concepts for the Waterways of Martin & St. Lucie Counties as well as a conceptual plan for each project within the study area, with one or more explanatory sketches and diagrams, as appropriate. Anticipated project concepts may include:

- water-borne transportation systems and improvements within the counties' waterways (e.g., water taxi systems, marina systems, boat ramp inventory & system) and beyond the counties (e.g., ferry connections to other destinations, freight distribution)
- upland transportation systems and improvements (e.g., transit interconnectivity, bicycle/pedestrian/greenway networks)
- freight transportation systems, routes, and improvements within the waterways and as related to the movement of freight to other destinations (e.g., other Florida ports, Bahamas, rail-to-port freight movements)
- navigational system
- blueways and paddling system with launch points, routes, and destinations within waterways
- marine "villages" or other waterfront nodes at key locations with massing studies, thematic design features and signage
- economic development strategies at key locations
- improvements to develop maritime highway connector infrastructure and services
- improvements to address physical conditions of the waterway, including geometry, width, and depth
- environmental preservation, restoration, and enhancement
- public water access system
- hospitality and tourism system
- analysis of needs related to specific vessel classes, including mega-yachts, pleasure craft, freight vessels, non-motorized watercraft
- marine-related uses and opportunities along waterways
- economic impact analysis of waterways-related benefits, jobs, cluster industries, and long-term financial forecasts (e.g., jobs, salaries, market needs, potential and absorption)

3.7: Presentation of "work-in-progress" to stakeholders and other participants to receive feedback and confirm general plan and policy concepts.

3.8: Development of fully detailed Waterways Plan for Martin & St. Lucie Counties, incorporating recommended overall master plan and recommended policy framework. Plan will include record of public participation, methodology, review of relevant planning documents, and background data as appropriate. Plan will also include recommended implementation steps, including identification of projects and model policy recommendations for existing planning documents. Special emphasis will be placed on the identification of projects for inclusion in the capital improvements programs of local government comprehensive plans.

3.9: Presentation of final Waterways Plan for Martin & St. Lucie Counties to Martin MPO, St. Lucie TPO, Martin County Board of County Commissioners, St. Lucie County

Board of County Commissioners, local governments, Florida Inland Navigational District, and other agencies and entities as determined by Project Steering Committee and the MPO and TPO. (Target timeframe for presentations: December 2013 through February 2014)

FINAL WORK PRODUCTS

Deliverables: TCRPC shall provide the Martin County MPO and St. Lucie TPO with the following deliverables as final work products:

1. Summary Report of Introductory Stakeholder Public Sessions, in narrative and graphic format, including summaries of presentations by all entities and identification of key issues, challenges, and opportunities, as prioritized by Project Steering Committee.
2. DRAFT Waterways Plan for Martin & St. Lucie Counties, including background, public participation, methodology, recommended policy framework, conceptual master plan, project illustrations, and recommended implementation projects and strategies (one copy in color for each member of the Project Steering Committee to review)
3. FINAL Waterways Plan, including all sections noted above (20 copies in color for final distribution, with ten for the Martin MPO and ten for the St. Lucie TPO).
4. Waterways Concept Plans and relevant perspective sketches or diagrams (as determined to be necessary during the Public Design Charrette) illustrating significant plan features or explaining design ideas consistent with the respective plan. Each sketch or diagram will be rendered in color or black and white, at an appropriate size, and suitable for publication and framing.
5. PowerPoint Presentations: All presentations (kick-off, work-in-progress, final) will be available in PowerPoint format immediately after they are presented.

B. Format of Deliverables: TCRPC shall provide the MPO and TPO with final work products in the following format:

1. TCRPC shall print written documents (quantities as noted above) on paper, as appropriate, and shall also provide digital copy of such documents in an appropriate format (QuarkXpress or pdf).
2. TCRPC shall provide graphic documents, including drawings, diagrams, maps, perspective renderings, or other comparable materials (1 copy only) on paper, as appropriate, and in a digital format suitable for reproduction.

3. TCRPC shall provide the MPO and TPO with digital copies of all the PowerPoint presentations used for this project.
4. The MPO and TPO may request additional copies of deliverables upon payment to TCRPC of the actual reproduction cost.

FEES AND REIMBURSABLE EXPENSES

TCRPC will perform the professional services described in this proposal for a fixed fee in the amount of \$200,000. This includes travel, out of pocket expenses (printing and reproduction costs in quantities noted in this scope) film processing, mail, couriers, and other costs related to the professional services to be provided. The fees associated with each component of the scope of services are described below.

DESCRIPTION OF TASKS	FEE
1. FACILITATION OF PROJECT STEERING COMMITTEE (DECEMBER 2012 – FEBRUARY 2014 EST.)	\$ 10,000
2. STAKEHOLDER EDUCATIONAL SESSIONS – IDENTIFICATION OF CHALLENGES & OPPORTUNITIES (JANUARY 2013 – AUGUST 2013 EST.)	\$ 25,000
3. STAKEHOLDER PUBLIC SESSION – POLICY & DESIGN CHARRETTE (INCLUDING COMPLETION OF WATERWAYS PLAN FOR MARTIN & ST. LUCIE COUNTIES) (SEPTEMBER 2013 – FEBRUARY 2014 EST.)	\$ 165,000
TOTAL	\$ 200,000

REINSTATEMENT AND
LEASE EXTENSION AGREEMENT NO. 1

WHEREAS, by Lease Agreement ("Lease") dated the 29th day of November, 1988 the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT (LESSOR"), an independent district of the State of Florida, did lease to the CITY OF POMPANO BEACH, FLORIDA ("LESSEE"), a parcel of land in Broward County, Florida designated as MSA 727-C, to permit the use of said parcel for public recreational purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, the LESSEE has requested that LESSOR extend the aforementioned Lease for an additional term of Ten (10) years: and

WHEREAS, the Lease, as extended, has lapsed without renewal; and

WHEREAS, the parties desire to reinstate and extend the term of the Lease for an additional term of ten (10) years.

WHEREAS, the Lessor is of the opinion that such use by the Lessee continues to be in the public interest and the extension request should be granted for a limited term at nominal rent subject to the terms and conditions contained in the Lease and this Lease Extension Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is agreed between the parties hereto that:

1. The term of the Lease is extended for an additional term of ten (10) years to November 29, 2024.

2. Lessee shall pay Lessor the sum of Ten Dollars (\$10.00) not later than November 29, 2014 which sum represents an annual rent of One Dollar (\$1.00).

3. Paragraph 3 of the Lease is amended to increase the policy limits of the liability insurance policy to a minimum of \$1,000,000 per person/\$2,000,000 aggregate.

4. The term of the Lease may be further extended by mutual written agreement between the parties.

5. Lessor shall have the right, from time to time, to utilize the leased premises for activities undertaken by the United States of America and/or Lessor, and their contractors, in support of the maintenance of the Intracoastal Waterway from Jacksonville to Miami, Florida. Lessor shall give Lessee not less than thirty (30) days written notice of Lessor's intent to exercise its rights under this paragraph. Lessor shall have the exclusive possession and use of any part or portion of the leased premises Lessor, in its sole judgment, deems necessary for such purposes. Upon the completion of Lessor's activities, possession shall be restored to Lessee. Any improvements to the leased premises which were installed by Lessee with Lessor's permission which are damaged due to Lessor's exercise of its rights under this paragraph shall be repaired to their prior condition or as close thereto as reasonably possible at Lessor's expense.

In all other respects the terms and conditions of the original Lease Agreement between the parties dated November 29, 1988 shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have set their hands and seals
this ____ day of _____, 2014.

“LESSOR”

Witnessed and Attested to by:

Florida Inland Navigation District

By: _____
E. Tyler Chappell, Its Chair

“LESSEE”

Witnesses:

City of Pompano Beach, Florida

By: _____
Mayor Lamar Fisher

Approved by:

By: _____
Dennis W Beach, City Manager

Gordon B. Linn, City Attorney

Attest: _____

THIS LEASE AGREEMENT MADE THIS 29th day of November, 1988,
between the BOARD OF COMMISSIONERS, FLORIDA INLAND NAVIGATION DISTRICT,
a body corporate created and existing under the laws of the State of Florida,
hereinafter referred to as Lessor, and the CITY OF POMPANO BEACH, hereinafter
referred to as Lessee.

WHEREAS, the Lessor is the owner in fee of a parcel of land in Broward
County, Florida, designated as MSA 727-C, for the use by the United States
in connection with the improvement and maintenance of the Intracoastal Waterway
from Jacksonville to Miami, Florida and now holds the title thereto subject
to an easement heretofore granted by it to the United States of America
for such use; and

WHEREAS, said parcel of land is subject to immediate occupancy and
use at any time by the United States pursuant to said easement; and

WHEREAS, the City of Pompano Beach has requested the Florida Inland
Navigation District to permit it to use MSA 727-C, a description of which
is attached hereto as Exhibit A and made a part hereof, for recreation purposes
subject to said prior right and easement of the United States and to the
terms and conditions of this Lease, and

WHEREAS, the Lessor is of the opinion that such use by the Lessee is
in the public interest and should be granted for a limited term at a nominal
rental subject only to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the premises and mutual covenants
and agreements herein contained, it is agreed by the parties hereto:

1. SUBJECT to conditions stated herein, the Lessor does hereby lease
the above-mentioned parcel of land as is and in its existing condition to
the Lessee for a term of twenty-five (25) years from the date hereof for
use by the City of Pompano Beach solely for recreational purposes and upon
condition that no structures, fences, utilities or improvements of any kind
are placed on said land without prior written consent of the Lessor and
that any such structures, fences, utilities or improvements placed thereon
with the Lessor's consent are to be completely removed at Lessee's expense
within ninety (90) days after request therefor by the Lessor.

2. Upon and SUBJECT to the terms and conditions stated herein, which
it agrees to perform and abide by, the Lessee does hereby lease said parcel
of land from Lessor and further agrees:

a. To accept the leased premises as is and in its existing condition subject to the use by the United States for spoil disposal in accordance with the aforesaid easement.

b. To pay one dollar (\$1.00) a year rental making payment of a lump sum total of twenty-five dollars (\$25.00) upon execution of this Lease.

c. Not to permit or suffer any waste in or upon said premises; to strictly comply with any and all rules, regulations and requirements that may be imposed from time to time by virtue of the laws of the State of Florida, or any rules and regulations of any governmental agency having jurisdiction over the leased premises.

d. To permit the Lessor, or its duly authorized agents, free access to the leased premises at any and all reasonable times for the purpose of examining and inspecting same.

e. Not to assign or sublet this Lease, or any portion of the leased premises, without the prior written consent of the Lessor.

f. Not to permit the use of said premises for purposes other than for recreational purposes as herein provided.

g. To make no unlawful, improper, or offensive use of the premises.

h. At the termination of this Lease, by lapse of time or otherwise, to yield immediate possession to the Lessor.

i. To pay any and all taxes levied upon the Leased premises during the terms of this lease.

j. To display prominently the fact the property is owned by, and leased from, the Florida Inland Navigation District.

3. The Lessee agrees to indemnify, defend and hold Lessor harmless from and against all demands, claims, actions or causes of actions, losses, damages, obligations, liabilities, penalties, taxes and interest thereon, costs and expenses, including without limitation interest, penalties and reasonable attorneys' and legal assistants' fees (at the trial, appellate, and post-judgment levels) asserted against, imposed upon or incurred by the Lessor or its successors by reasons of or resulting from or in any way connected with Lessee's occupation or use of the leased premises and every part thereof by Lessee, the employees, agents, guests and invitees of Lessee and any and all person(s), firm or corporation on or about the Leased Premises. Lessee further agrees to include Lessor under the Lessee's self-insurance program as an additional insured for this Lease. Lessee further agrees

that, in the event it changes from being self-insured to being covered by indemnity insurance, it will include Lessor as an additional insured for this Lease under any such indemnity insurance policy, which should (i) be with a reputable insurance company to be approved by the Executive Director of the Lessor, and (ii) have minimum limits of \$500,000/ \$1,000,000. A certificate of self-insurance, or a copy of any indemnity insurance policy, will be deposited with the Lessor's Executive Director during the term of this Lease, or any extensions thereof. With respect to any indemnity insurance policy, receipts of payments or premiums thereof shall be sent to the said Executive Director by Lessee within thirty (30) days of said premiums being due. The provisions of this Paragraph shall survive termination of the Lease.

4. The Lessor and the Lessee further agree that:

a. The Lessee shall not occupy, nor make any use of, the Lessor's property until the documentation described in paragraph 3 above has been received in the office of the Executive Director of the Lessor and the Lessee has in hand a written communication from the Executive Director confirming such receipt.

b. The Lessor retains the right to cancel this Lease Agreement without prior notification if the Lessee fails to keep the Executive Director of the Lessor informed in a timely manner of proof of renewal of insurance coverage or allows the insurance coverage, specified in paragraph 3 above, to lapse.

c. The Lessor retains the right to cancel this Lease Agreement with 90 days written notice to the Lessee if the Lessee fails to conform to, or comply with, any of the conditions specified in paragraph 2 above.

5. This Lease may be terminated by either party hereto, by giving notice in writing from the one party to the other, ninety (90) days before the termination thereof and said notice may be given at any time during the term of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in
the presence of

[Signature]
Monica G. Brown

BOARD OF COMMISSIONERS OF
FLORIDA INLAND NAVIGATION DISTRICT

By *[Signature]* Chairman

Attest *[Signature]*

(SEAL)

CITY OF POMPANO BEACH

Reginald J. Rahual
City Attorney

Neumyer
City Manager

By: *[Signature]* Mayor

Attest: *Vernadette D. Russell*
City Clerk

Signed, sealed and delivered in
the presence of

(SEAL)

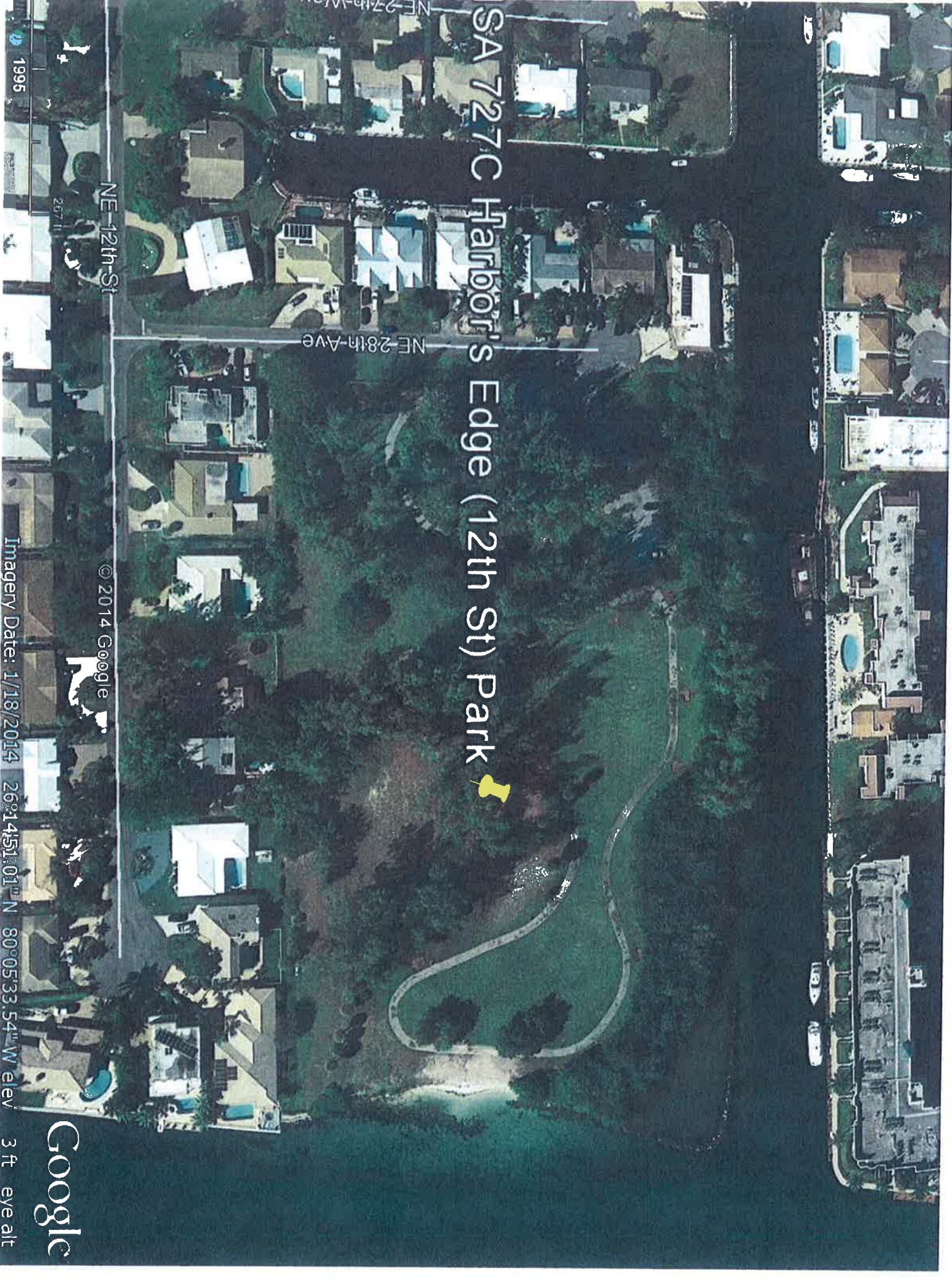
Georgia M. Hamika

Mary L. Collins

EXHIBIT "A"

MSA 727-C

The East One-half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 30, Township 48 South, Range 43 East, Broward County, Florida, and that part of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of said Section, lying west of the west right-of-way line of the Intracoastal Waterway, said right-of-way line being shown on Plat recorded in Plat Book 17, Page 6-C, of the Public Records of said County, LESS the South 150 feet thereof, said tract containing 10.54 acres, more or less.



SA 727C Harbor's Edge (12th St) Park

NE 28th Ave

NE 12th St

© 2014 Google

Imagery Date: 1/18/2014 26°14'51.01" N 80°05'33.54" W elev

Google

3 ft eye alt

1995