



OCEAN HIGHWAY & PORT AUTHORITY

NASSAU COUNTY

AGENDA

Wednesday, April 10, 2019

6:00 PM

**Commissioner Chambers
James Page Government Complex
96135 Nassau Place, Yulee, FL 32097**

6:00 PM – Meeting Called to Order – Chairman

Invocation – Commissioner Fullwood

Pledge of Allegiance – Commissioner Fullwood

Roll Call: Robert Sturgess, District 1; Danny Fullwood, District 2, Scott Hanna, District 3; Carrol Franklin, District 4; Mike Cole, District 5

- Comments - Audience (Sign in sheets on the Press Table)

1. Approval of Minutes

- March 6, 2019 Workshop Minutes
- March 13, 2019 Regular Meeting Minutes

2. Consent Items

- None

3. Financial Report – March 2019

4. Report by Pierre LaPorte

5. Report by Jeb Branham, Port Attorney

6. Laura DiBella, Port Director

7. Port of Fernandina Report

- Tonnage Report – March 2019

8. Unfinished Business

- Authorization for Crane Spare Parts Purchase and Freight Cost from Liebherr to be added as part of the crane grant package
- Conservation Wetlands Request from City Commissioner Chip Ross
- Mauldin and Jenkins Engagement Letter for Yellow Book Audit
- Resolutions for Operating Agreement clarification and approval of new quarterly payment schedule for Worldwide Terminals

9. New Business

- Resolution for Authorization to Issue Bonds as a Conduit Issuer
- Resolution for PTGA Warehouse Development Initiative
- Resolution for PTGA Pier Maintenance and Improvements initiative
- Ratify the Administrative Office Manager salary increase, voted on March 28, 2019

Committee Reports

- Port Security – Commissioner Fullwood
- Customs House – Commissioner Franklin
- Economic Development – Commissioner Fullwood
- Emergency Management – Commissioner Franklin
- Technical Coordinating Committee – Commissioner Hanna
- TPO – Commissioner Cole
- Nassau Chamber East Side – Commissioner Sturgess
- Nassau Chamber West Side – Commissioner Cole

10. Administrative Office Manager Report

11. Other items to be brought by Commissioners

12. Adjourn

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Fla. Stat. § 286.0105.

Ocean Highway & Port Authority

Robert Sturgess – Chairman, Commissioner, District 1
Danny Fullwood – Vice Chairman, Commissioner, District 2
Scott Hanna – District 3
Carroll Franklin – Secretary/Treasurer, District 4
Mike Cole – District 5

Workshop Minutes

March 6, 2019

The Ocean Highway and Port Authority of Nassau County held a Workshop on Wednesday, March 6, 2019 in the OHPA Conference Room at the John Drew Building, 86130 License Road #9, Fernandina Beach, FL.

The meeting was called to order at 10:00 AM by Chairman Sturgess.

The invocation was given and Pledge of Allegiance was led by Commissioner Fullwood. Roll call was conducted by Ms. Barbara Amergian. All Commissioners were present. Also in attendance was Jeb Branham, Port Attorney; Ms. Laura DiBella, Port Director; and Mr. Chris Ragucci, Port Operator; City Commissioner Chip Ross; City Commissioner Mike Lednovich, and Fernandina Beach Planning Board Director Kelly Gibson.

Chairman Sturgess asked Jeb Branham, Port Attorney, to outline the parameters of the workshop. Mr. Branham told the Board that no action could be taken at the Workshop; the workshop is a tool to facilitate to discussion and understanding.

Chairman Sturgess recognized City Commissioner Chip Ross. City Commissioner Ross asked about his request to discuss the change to the conservation zoning easement to *Conservation*. Chairman Sturgess informed Mr. Ross that OHPA is still waiting for a letter from City Attorney Tammi Bach that outline the request. Chairman Sturgess tabled the item until the letter from City Attorney Bach is received.

Discussion began on the City's Comprehensive Plan, Goal 5P – Port Element.

Chairman Sturgess asked City Commissioner Ross for background on the Planning Advisory Board (PAB).

Mr. Ross explained that the PAB and its relation to the Port element of the Comprehensive Plan. Each member of the PAB is appointed by the City Commissioners and gives advice about various things; site plans, comp plans, ordinances, variances. It is a Board that does the preliminary work and then makes recommendations to the City Commissioners. They are all residents of the area; the Planning Director for the City works with them. There were no professional planners or transportation consultants on the PAB that worked on Goal 5P.

Mr. Ross continued to inform the Board that the City is asking for the Port's input for this document but the Port has no say in whether it is approved by the City. The City has a Comprehensive Plan element, part of it pertains to the Port. The Port has its own Master Plan which was submitted to, but not approved by, the City. This is a long going issue.

Commissioner Fullwood asked City Commissioner Ross what the issues that the City did not like about OHPA's Master Plan. Mr. Ross explained that the issues were too numerous to count; and that the overall view was that the master plan was not a realistic plan. Mr. Ross further explained that the only Master Plan that the city recognizes is the one done in 2002. The 2014 Port Master Plan, while approved by the State, was not approved on the City level. Mr. Ragucci asked if there is a requirement that the City have a Port Element in their Comprehensive Plan and Mr. Ross said that his understanding is yes, there is a requirement and there are objectives and goals.

Port Attorney Jeb Branham summarized the jurisdiction of the City's Comprehensive Plan, Goal 5P – Port Element:

- The only jurisdiction that City has is to take OHPA's Port Master Plan and incorporate it into the Port Element plan. The Legislature mandates this and there is no approval process on the City's side. The challenge is to make both as consistent as possible or move to mediation before Northeast Florida Regional Council. If no agreement can be made using mediation, the comprehensive plan amendments are filed with the Florida Division of Administrative Hearings within 30 days.

Chairman Sturgess asked for clarification regarding if the Port Operator violates any of the policies presented in Goal 5P, how does the city enforce? Mr. Ross indicated that the city has no enforcement powers; however, Planning Director Kelly Gibson pointed out that the Ports Council wants to see adherence to the City's Port Element for any funding requests; funding with the Florida Ports Council is a concern as there needs to be consistency with the City's Comprehensive Plan as the City has the right to point out the inconsistencies with the City's Comprehensive Plan.

Port Attorney Barnham pointed out that there is no pending ordinance before the City of Fernandina Beach to adopt this proposed goal. This seems to be a disagreement that we don't really need to have. City Commissioner Ross disagreed and stated that this has been an ongoing issue for several years and we need to come to a resolution. Planning Director Kelly Gibson told the Board that there is a time table deadline of 18 months from September, 2019.

Chairman Sturgess asked Port Director Laura DiBella and Port Operator Chris Ragucci to work with Port Attorney Jeb Branham to do a timetable to be presented to the City in the next few weeks that will outline the process and completion for a new strategic master plan, one that reasonably predicts economic outcomes and addresses the concerns of the citizens of Fernandina Beach.

Meeting Adjourned at 12:01 PM.

Robert H. Sturgess, Chairman

Ocean Highway & Port Authority

Robert Sturgess – Chairman, Commissioner, District 1
Danny Fullwood – Vice Chairman, Commissioner, District 2
Scott Hanna – Commissioner, District 3
Carroll Franklin – Secretary/Treasurer, District 4
Mike Cole – District 5

Monthly Meeting Minutes

March 13, 2019

The Ocean Highway and Port Authority of Nassau County held its Monthly Meeting on Wednesday, March 13, 2019 in the County Commissioners Chambers at the James S. Page Government Complex, 96135 Nassau Place, Yulee, Florida 32097

The meeting was called to order at 6:12 PM by Chairman Sturgess.

The invocation was given and Pledge of Allegiance was led by Commissioner Cole. Roll call was conducted by Ms. Barbara Amergian. Commissioner Fullwood was absent. Also in attendance was Jeb Branham, Port Attorney; Pierre LaPorte, Port Accountant; and Chris Ragucci, Port Operator. Laura DiBella, Port Director was not in attendance.

Commissioner Franklin made the motion to accept the February 13, 2019 Monthly Meeting minutes as presented. There was no discussion. Motion passed unanimously.

City Commissioner Ross, 210 N. 3rd Street, Fernandina Beach spoke. He presented the Commissioners with a packet containing agenda items and corresponding documentation for the Joint Meeting with the City Commissioners on Tuesday, March 26, 2019. He invited the OHPA Commissioners to put any items on the agenda that they wish to speak about at the meeting. There was discussion regarding the process and procedures for public workshops between the City Commissioners, OHPA Commissioners, and other groups.

Consent Item – ProSky Studios Invoice #320180151 for \$1,200 was tabled until Port Director Laura DiBella could address questions from the Board. Chairman Sturgess asked for follow up on who authorized.

Port Accountant Pierre LaPorte presented the February 2019 financials. Mr. LaPorte informed the Board that Worldwide Terminals had paid \$20,000 of the December 2018 Quarterly payment of \$42,644.93 in February. There were no other issues with the financials and there were no questions from the Board.

Mr. LaPorte informed the Board that the draft audit was received from Mauldin & Jenkins. Mr. LaPorte invited the Board to contribute to the management financial analysis. There was further discussion on the Yellow Book Audit which is required due to OHPA receiving more than \$750,000 in grants in 2018 due to fender project and the first payment for the crane. Chairman Sturgess asked for Mr. LaPorte's opinion as to why OPHA was responsible for the audit fee and not Worldwide Terminals as it related to the crane payment. Mr. LaPorte explained that this is part of OHPA's operating audit. He suggested that for items such as this, OHPA should seek

reimbursement from the Port Operator. Mr. Ragucci commented that he would take the payment to his board and see what they can do.

Chairman Sturgess recognized Port Attorney Jeb Branham. Attorney Branham presented his report and an update on three ongoing issues: the Bond process, which the closing has been pushed into April; Comprehensive Planning with the City of Fernandina Beach, which there is a joint workshop scheduled for March 26, 2019; Purchasing and Procurement Procedures – he will have a proposal to present to the Board next month. There were no questions from the Board.

Port Director Laura DiBella was unable to attend this meeting due to a travel commitment. The informational TranSystems proposal for \$27,000 for an analysis for the new Master Plan was tabled until the next meeting.

Chairman Sturgess recognized Port Operator Chris Ragucci.

A recess was called at 7:05 PM so that Mr. Ragucci could review additions to Resolution 2019-3 that were presented at this meeting. The meeting resumed at 7:18 AM.

Mr. Ragucci requested the opening of the TEFRA Hearing. Attorney Joe Stanton, serving as Bond Counsel, outlined the purpose of this TEFRA (Tax Equity and Fiscal Responsibility Act) Hearing which is required for any bond with tax exemption status to be open to the public for comments. The hearing was properly advertised in the Florida Times-Union.

The hearing was opened for public comment. City Commissioner Chip Ross asked what the \$33,000,000 was going to buy; Mr. Ross also pointed out that there were very few local residents that read the Florida Times-Union. Port Attorney Branham said the hearing notice was done according to the legal requirements for a TEFRA notice. Attorney Stanton explained that the “not to exceed” amount published was \$30,000,000. The tax-exempt portion (TEFRA) of \$7,000,000 will be used to:

- fund the construction of 78,000 sf of warehouse space;
- dredging and deepening the port berths to 40’;
- acquire additional cargo handling equipment;
- fund a debt service reserve;
- and for certain costs associated with the issuance the bonds.

Attorney Stanton reviewed the process in case of default on the bonds by Worldwide, and consent to the assignment of the operating agreement to the trustee to select a port operator that would run the port until the end of the operating agreement. Commissioner Hanna asked for clarification on the ownership of the warehouse. Attorney Branham stated that is a fixed asset, owned by OHPA eventually. Mr. Ragucci discussed the specifics of the improvements covered by the bond.

Additional public comment from Mr. Ross – he asked about the new warehouse being using as collateral and is the warehouse under ownership of OHPA? It was confirmed that the new warehouse(s) are not collateral. He also asked about the dredging to 40' at the berths. The disposal of the dredging materials is going to the open ocean. He asked about the remainder of the bond proceeds – which is not subject to the TEFRA hearing. Mr. Ragucci explained that it would be used for working capital. Collateral for the bond is the revenues and assets of the Worldwide Terminals. Mr. Ross asked about the attorney fees and Mr. Stanton did not have a specific amount yet. Chairman Sturgess pointed out that Attorney Stanton represents OHPA's interests in this bond issue. Mr. Ross asked about financial records becoming public records. Mr. Stanton explained that there will be several documents, including audited financials, that will be part of the exhibits. Mr. Ross asked again about the scenario of Worldwide defaulting and the selection of the new port operator. Mr. Stanton explained the assignment of rights again.

Chairman Sturgess closed the TEFRA meeting at 8:01 PM.

Mr. Ragucci presented the monthly tonnage report. Mr. Ragucci reported that the Liebherr crane has been commissioned and training of operators continues. He also reported that imported steel in the form of rebar from Spain and Portugal is back at the Port (3500 metric tons.)

Unfinished Business:

Commissioner Franklin made the motion to adopt RESOLUTION NUMBER 2019- 1 A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA, ADOPTING FLORIDA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT AND PROVIDING AN EFFECTIVE DATE. There was no discussion from the Board. Motion passed unanimously.

Authorization for Crane Spare Parts Purchase needs more documentation and was tabled until the April 10, 2019 Monthly Meeting until freight costs could be determined.

Conservation Wetlands Rezoning Request by City Commissioner Ross – this issue will be discussed the Joint Meeting between OHPA and City Commissioners on March 26, 2019.

New Business:

The TEFRA public hearing commenced with no comments from the public. Bond Attorney Joseph Stanton closed the hearing at 8:01 PM.

Resolution 2019-03 – Operating Agreement clarification and approve new quarterly payment schedule from Worldwide Terminals was tabled and will be discussed at a Special Meeting on March 28, 2019.

Recess was called at 9:15 PM. Meeting resumed at 9:27 PM

Committee Reports:

Port Security – Commissioner Fullwood reported that there has not been a recent meeting.

Customs House – Commissioner Franklin – Nothing to report other than to hire the interim cleaning company, Commercial Building Maintenance.

Commissioner Franklin made the motion to hire Commercial Building Maintenance to continue cleaning the Customs House. There was no discussion by the Board. Motion approved unanimously.

Economic Development – Commissioner Fullwood reported that this month's meeting had been cancelled.

Emergency Management – Commissioner Franklin was unable to attend the March 13th meeting due to late notice of the meeting date.

Technical Coordinating Committee – Commissioner Hanna had nothing to report.

TPO – Commissioner Cole was attending the March meeting on 3/14/19.

Nassau County Chamber of Commerce-East Side – Commissioner Sturgess had nothing to report.

Nassau County Chamber of Commerce-West Side – Commissioner Cole had nothing to report.

Administrative Office Manager Barb Amergian presented her report.

Other Items to be brought before the Commissioners:

Commissioner Fullwood presented a rough draft of a proposed new logo for rebranding OHPA to make it more inclusive for all of Nassau County.

Meeting was adjourned at 9:50 PM.

Robert H. Sturgess, Chairman

Report from Attorney Jeb Branham

March 2019

The near-term legal issues are as follows:

1. Consideration of issuing bonds through OHPA as a conduit for the terminal operator: The bond closing is anticipated to take place in April 2019. The formal bond issuance documents are nearly completion but are still under review by bond counsel Joe Stanton, OHPA consultants, UBS, and World Wide. Section 5.4 of the document entitled Trust Indenture is a critical provision for OHPA that insures that revenue due to OHPA under the Operating Agreement is not subject to bond repayment obligations.

2. Consideration of purchasing and procurement procedures: I have attached sample purchasing procedures from Callahan and Neptune Beach. Callahan's purchasing ordinance was adopted in 2004. It has recently amended the ordinance to raise the competitive bid threshold to \$20,001, Department head authority to \$9,999, and Mayoral authority to \$20,000. Some governmental entities use very complex purchasing codes. Due to the flexibility given to OHPA by the legislature and the limited number of purchases OHPA makes, I recommend a simpler code for OHPA along the lines of the ones attached, especially since we have not previously used one.

Jeb T. Branham, p.a.

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EXAMPLE OF PURCHASING PROCEDURES FROM NEPTUNE BEACH

DIVISION 2. - PURCHASING AND CONTRACTS

Sec. 2-376. - Intent.

It is hereby declared to be the intent of the city council that the provisions of this division shall be complied with for the purpose of obtaining the lowest price for the city in each instance.

(Code 1959, § 19-1)

Sec. 2-377. - Competitive bidding; written contracts.

- (a) Before making any purchase or contract for supplies, materials, equipment or contractual services, opportunity shall be given for competition, as prescribed herein. All expenditures for supplies, materials, equipment or contractual services involving more than, nine thousand, nine hundred ninety-nine dollars (\$9,999.00) excluding automobiles, shall be made on a written contract, as prescribed herein, and such contract shall be awarded to the lowest and most responsible bidder, if awarded.

An emergency purchase is required when the city experiences an emergency that warrants the immediate delivery of goods or services and in doing so, are unable to comply with the competitive bidding provisions.

The city council has determined that approval under this provision is automatically granted when:

- (1) The public's health, safety or welfare requires the immediate delivery of goods or the performance of services.
 - (2) The award of any such contracts is made pursuant to the provisions of competitive bidding.
 - (3) Contracts are issued in response to a formal declaration of an emergency by the governor or mayor.
 - (4) Approval of the purchase shall be made at the next scheduled meeting of the city council.
- (b) The formal bid procedure defined in subsection (a) is not required in the following cases:
- (1) When the city council, by a vote of the majority of those members present, waives a formal bid procedure;
 - (2) When the goods or services to be procured are procurable from only one (1) source, such as contracts for telephone service, electrical energy and other public utility services; books, pamphlets, periodicals, specifically designed business and research equipment and related supplies;
 - (3) Where the services required are for professional, artistic skills or insurance, pursuant to a written contract;
 - (4) In emergencies involving public health, safety or where immediate expenditure is necessary for repairs to city property in order to protect against further loss of or damage to the city property to prevent or minimize serious destruction of city services;
 - (5) Contracts for the maintenance or servicing of equipment, which are made with the manufacturer or authorized service agent of equipment when the maintenance or servicing can best be performed by the manufacturer or authorized service agent where such a contract would otherwise be advantageous to the city;
 - (6) When the goods or services are procured from other governmental agencies or their contracts;
 - (7) Purchase and contracts for the use or purchase of data processing equipment or data processing systems software and reproduction equipment; or
 - (8) When the goods or services are procured from government-related state-wide or national associations.
- (c) None of the exceptions detailed above shall void the city's responsibility to procure all goods and services at reasonable and competitive rates.

(Code 1959, § 19-2; Ord. No. 1998-10, § 1, 6-15-98; Ord. No. 2004-03, § 1, 4-5-04; Ord. No. 2012-02, § 1, 3-5-12; Ord. No. [2016-03](#), § 1, 4-4-16)

Sec. 2-378. - Written request to council; approval; bid invitations.

Before any purchase or contract involving more than nine thousand, nine hundred ninety-nine dollars (\$9,999.00), excluding automobiles, shall be considered, it shall be necessary for the city manager to submit a written request for such purchase or contract to the council. Upon receipt of such request the council shall determine the needs of the city with reference thereto and if such request is deemed to be in the best interest of the city, the council shall authorize and direct the city clerk to prepare bid invitations therefor. Such bid invitations shall be full and explicit in regard to the subject of the contract and shall contain such information as is necessary to sufficiently describe and set forth the specifications so as to be clear, certain, definite and unambiguous.

(Code 1959, § 19-3; Ord. No. 1996-14, § 1, 10-7-96; Ord. No. 1998-10, § 2, 6-15-98; Ord. No. 2012-02, § 2, 3-5-12; Ord. No. [2016-03](#), § 2, 4-4-16)

Sec. 2-379. - Filing of plans, specifications by department head.

Where necessary for proper and intelligent bidding, the head of the department submitting the request as required in section 2-378, shall file complete plans and specifications with the city manager.

(Code 1959, § 19-4; Ord. No. 1996-14, § 2, 10-7-96)

Sec. 2-380. - Bid advertising procedure; formalities for opening sealed bids.

All invitations for bids shall be advertised and published one (1) time in a newspaper of general circulation in the county. A period of not less than seven (7) days shall elapse between the date of such publication and the date specified as the final date for the filing and receiving of sealed bids pursuant thereto. In addition to publication, a copy of such bid invitation shall be posted at the city hall. At the time and place designated for the opening of all sealed bids pursuant to such advertisement and invitation, said bids shall be opened and read aloud in the presence of a committee consisting of the city manager or his designee, city clerk, and appropriate department head. The city clerk shall submit to the council true copies of the invitation and notice, together with his certificate certifying and attesting to compliance with this provision. Proof of the newspaper publication, in the form of an affidavit by an authorized agent of the newspaper, shall be submitted, together with the clerk's certificate.

(Code 1959, § 19-5; Ord. No. 1996-14, § 3, 10-7-96)

Sec. 2-381. - Contents of bid advertisement; tabulation of bids.

The invitation and advertisement referred to in section 2-380 shall state the date, time and place of the opening of the sealed bids submitted pursuant thereto. At such time all bids received shall be opened and referred to the appropriate committee for further study and tabulation. Such committee shall thereafter make its recommendation with respect thereto.

(Code 1959, § 19-6)

Sec. 2-382. - Contents of bids.

All bids received pursuant to formal invitation shall be sealed and shall conform to the specifications set forth in the advertisement or invitation therefor; shall be clear and definite; shall contain necessary plans and specifications, where required; and, shall set forth, in precise language, what the bidder proposes to furnish, sell, do or supply, and the price to be paid therefor.

(Code 1959, § 19-7)

Sec. 2-383. - Security of bidder.

The city council may, in its discretion, require reasonable security from all bidders to secure the execution of any contract pursuant to such bid if the same is awarded. Where such security is required, the invitation and advertisement shall advise each bidder that if the contract is awarded to such bidder and the bidder fails to accept or execute such contract as awarded without a valid excuse, the security shall be forfeited.

(Code 1959, § 19-8)

Sec. 2-384. - Deadline for receiving bids; return, withdrawal.

All bids shall be submitted and received by the city clerk within the time specified in the invitation or advertisement in order to be given consideration. No bid shall be returned to the bidder or withdrawn by the bidder after the same has been received by the city clerk.

(Code 1959, § 19-9)

Sec. 2-385. - Rejection of bids; consideration of sealed bids only.

The city council shall reserve the right, in every instance, to reject any or all bids whether or not the invitation or advertisement so states. Only sealed bids shall be received and considered.

(Code 1959, § 19-10)

Sec. 2-386. - Method, qualifications of awarding purchase or contract; reconsidering bids; executing contract.

The purchase or contract shall be awarded to the lowest, best and most responsible bidder, as determined by the committee and which shall be so stated in the recommendation of such committee to the city council. The awarding of all purchases and contracts pursuant hereto shall be by resolution of the council, which resolution shall be spread upon the minutes of the meeting wherein such award is made. The council may, in its discretion, reconsider any or all bids at any time prior to the awarding of the contract. All contracts shall be executed by the person and in the manner ordered by the council at the time of the awarding thereof.

(Code 1959, § 19-11)

Sec. 2-387. - Obtaining or furnishing information not generally available.

It shall be unlawful for any person filing any bid with the city, to obtain, have or use any information not available generally to all other bidders, in the making, compiling and filing of any bid with the city clerk. It shall also be unlawful for any person to furnish any information to prospective bidders which would supply such prospective bidder with information not generally available to all other bidders with respect to the subject matter of the bids.

(Code 1959, § 19-12; Ord. No. 1996-14, § 4, 10-7-96)

Secs. 2-388—2-410. - Reserved.

**EXAMPLE
PURCHASING
PROCEDURES FROM
TOWN OF CALLAHAN**

**Chapter 44
PURCHASING**

[HISTORY: Adopted by the Town Council of the Town of Callahan 9-7-2004 by Ord. No. 6-O-2004.¹ Amendments noted where applicable.]

GENERAL REFERENCES

Fire trucks and tankers — See Ch. 21, Art. I.
Town Council meetings — See Ch. 59.

§ 44-1. Purpose.

- A. The purpose of adopting these purchasing guidelines is to:
 - (1) Provide the Town with a system to obtain quality goods and services in a timely manner and at a competitive rate; and
 - (2) Ensure equity and fairness to all who deal with the Town.
- B. This policy will apply to all purchases of the Town irrespective of the source of funding.
- C. Exception: Grant agreements may contain provisions or requirements related to purchasing policies, disposition of fixed assets, etc. that differ from the Town's policies. In the event that there is a conflict between a grant provision/requirement and a Town policy, the grant provision/requirement will take precedence over the Town policy.

§ 44-2. Authority of the Mayor.

- A. The Mayor may solicit quotations, both verbal and written, and issue invitations to bid and requests for proposals;
- B. Award and renew contracts pursuant to the terms and provisions of this chapter;
- C. Award and renew contracts and/or purchase orders and agreements when utilizing other government contracts in an amount not to exceed \$10,000 in value.

§ 44-3. Delegation of purchasing authority.

- A. All Town purchases must have proper prior authorization and approval. Department heads of the Town of Callahan are designated as follows: Fire Chief, Public Works Director, and Town Clerk. The department heads or their designee(s) are required to approve all purchasing-related documents prior to submitting same to the Mayor.
- B. The approval levels are as follows (total purchase):

¹. Editor's Note: This ordinance also superseded former Ch. 44, Purchasing, adopted 7-3-1995 by Ord. No. 2-O-1995.

- (1) Department head: \$0 - \$499.
 - (2) Department head with signature of the Mayor: \$500 - \$4,999.
 - (3) The Mayor: \$5,000-\$10,000.
 - (4) Town Council: Over \$10,000.
- C. Purchase amounts shall not be artificially divided to circumvent the approval requirements. Willful violation of these rules will result in termination of purchasing authority for the individual and/or department and may further result in disciplinary action against the individual committing the violation.

§ 44-4. Quotations.

The quotation levels are as follows (individual item):

- A. None: \$0 - \$249.
- B. Two verbal quotes: \$250 - \$1,999.
- C. Three written quotes: \$2,000 - \$10,000.
- D. Formal bid or request for proposals: Over \$10,000.

§ 44-5. Processing of contract for the provision of commodities or services.

- A. Purchase requisitions. All purchases of goods or services with a total cost less than \$250 shall be purchased with requisitions.
- B. Purchase orders. All purchases of goods or services that cost \$250 or more shall be purchased with a purchase order.

§ 44-6. Competitive procurement required.

All initial awards of contract for commodities and contractual services exceeding \$10,000 shall be awarded by the Town Council through the process of competitive, sealed bidding or competitive requests for proposals, except as otherwise provided herein.

§ 44-7. Exemptions from the competitive procurement requirement.

The following are exempt from the requirements of formal competitive procurement:

- A. Sole source procurement; however, all sole source procurements where the cost of the commodity or contractual service exceeds \$10,000 shall be authorized by the Town Council;
- B. Nonemergency exemptions to this process must be approved by the Town Council if over \$10,000.
- C. Emergency procurements. The Mayor may make or authorize emergency procurements of commodities or services when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the Town. The Town Clerk will notify

the Council immediately of all emergency expenditures over \$10,000.

- D. Purchases under contracts of the federal government, the State of Florida and/or its political subdivisions. All purchases of commodities or services under the provisions of local, state and federal purchasing contracts shall be exempt from the competitive procurement requirements; however, such contracts must be approved by the Town Council if over \$10,000.
- E. Exempt contractual goods and services not subject to the competitive procurement requirement. This category shall include services involving special skill, ability, training or expertise that are in their nature unique, original or creative, in accordance F.S. § 287.057 (5)(f);

§ 44-8. Formal competitive procurement procedure.

- A. Public notice. Public notice of the invitation to bid or the request for proposals shall be provided a minimum of 10 calendar days prior to the date set forth in the notice for the opening of the bids or proposals. Such notice shall be provided by publication in a newspaper of general circulation in the Town. The notice shall state the place, date and time of the bid or proposal opening.
- B. Bid proposal submission. Bids and proposals shall be submitted in a sealed envelope, which shall be clearly identified as a bid or proposal on the exterior of the envelope and delivered to the Town Clerk's office.
- C. Bid or proposal security; performance or payment bonds. The Town shall require bid or proposal security and performance or payment bonds for all contracts for construction of public buildings or works costing over \$200,000 and reserves the right to require same for contracts costing less than \$200,000.
- D. Bid opening.
 - (1) Bids shall be opened publicly by the Council President at the time and place designated in the public notice of the invitation to bid.
 - (2) Bids shall be read aloud and a tabulation of all bids received shall be made available for public inspection after the opening of the bid.
 - (3) No late bids shall be accepted or opened if received after the date and time specified in the public bid notice. All late bids shall be returned, unopened, to the bidder or offeror.
- E. Proposal opening. When the request for proposals procedure is utilized, the proposals shall be opened at the time and place designated in the public notice. A register of proposals shall be prepared and maintained by the Town Clerk containing the name of each offeror.
- F. Modification to solicitation documents. Any modification of the invitation to bid or the request for proposals made prior to the opening of the responses to those solicitation documents shall be by addenda provided in writing to the same businesses to which the original solicitation documents were mailed or otherwise provided.

- G. Bid documents become property of the Town. All bids or proposals, along with accompanying documentation, received from bidders or offerors in response to the invitation to bid or request for proposal shall become the property of the Town and will not be returned. In the event of contract award, everything produced as part of the contract shall become the exclusive property of the Town.
- H. Rejection of bids or proposals. The Town may reject any and all bid(s) or proposal(s) for any of the following reasons:
 - (1) If the evidence submitted by the bidder or offeror or the investigation of such bidder or offeror fails to satisfy the Town that such bidder or offeror is properly qualified to carry out the obligations and complete the work contemplated therein.
 - (2) If there is reason to believe collusion exists among bidders or offerors.
 - (3) If the bid or proposal is not responsive, not properly delivered, not properly signed or is unsigned, shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The Town reserves the right to waive such technical errors as may be deemed in the best interest of the Town.

§ 44-9. Award of contract.

- A. Competitive bid procedure. The contract shall be awarded with reasonable promptness to the most responsive, responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid, except as otherwise provided herein.
- B. Tie bids. Tie bids will be decided by the Town on a basis of quality, delivery time and other criteria as determined for the specific project.
- C. Request for proposals procedure and request letters of interest procedure. The award shall be made to a responsible offeror whose proposal is determined to be the most advantageous to the Town, taking into consideration, price and the evaluation factors and criteria set forth in the request for proposals.

§ 44-10. Contracts for professional services.

All contracts for professional services as that term is defined in the Consultants Competitive Negotiations Act, F.S. § 287.055, as amended from time to time, shall be awarded in accordance with the procedures set forth in that Act and any Town procedures adopted in furtherance of that Act.

Liebherr Spare Parts List for Approval

| Reference | Quotation No. | Price |
|--|----------------------|--------------------|
| Monitor RFK | 906906/021 | \$5,241.93 |
| HMI Operator Cab Monitor Modification Kit | 906898/021 | \$6,637.90 |
| Spare Parts Package | 906828/021 | \$55,981.56 |
| Maintenance Parts List | 906855/021 | \$3,562.78 |
| Total Spare Parts List | | \$71,424.17 |
| Total Freight Cost (one time shipment for all parts) | | \$1,795.00 |
| | | \$73,219.17 |

Liebherr USA, Co.
4100 Chestnut Ave, Newport News, VA 23607

WORLDWIDE TERMINALS FERNANDINA LLC
NASSAU TERMINALS
2345 FRIENDLY ROAD
FERNANDINA BEACH, FL
32034-8641

Quotation

Subject to the present terms of delivery and payment

| | | | | | | | | | |
|---|----------------------------|--|--|--------------------------|---|--------------|---|----------------|--|
| Machine No. LHM 400 140439 | | Please indicate in all correspondence | | | Please indicate in your payment | | | Page 1 of 2 | |
| | | Quotation No. 906898 / 021 | | Date 02-25-2019 | Customer No. 702096 | Supplier No. | Invoice No. | | |
| | | Order Date Reference A Reference B Customer Order No. | | 02-25-2019 140439 | Name NAIMAN, Joanna Phone +1(305)8177573 Fax Email joanna.naiman@liebherr.com | | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price | |
| This quotation expires on : 03-27-2019 | | | | | | | | | |
| Ref: MONITOR | | | | | | | | | |
| We confirm receipt of your enquiry: 02/25/2019 with many thanks. Based on our terms of delivery and payment and according to the special conditions as per stated below, we are pleased to herewith offer delivery of spare parts as follows: | | | | | | | | | |
| -- | | | | | | | | | |
| 10 | 10541799 | | AT | 1.00 | Pcs | 6,215.00 | | 6,215.00 | |
| MONITOR MODIFICATION KIT | | | | | | | | | |
| -- | | | | | | | | | |
| 20 | 0010061 | | | 1.00 | Pcs | | | | |
| PACKING COSTS | | | | | | | | | |
| -- | | | | | | | | | |
| 30 | 0010060 | | | 1.00 | Pcs | | | | |
| FREIGHT COSTS | | | | | | | | | |
| -- | | | | | | | | | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | Terms of payment 30 days after date of invoice net | | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | | Liebherr America Inc. d/b/a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | |

LIEBHERR

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|---|----------------------------|---|----|--|---------------------------------|---|---|-----------------------|--------|
| Machine No. LHM 400 140439 | | Please indicate in all correspondence | | | Please indicate in your payment | | | Page | |
| | | Quotation No. 906898 / 021 | | Date 02-25-2019 | Customer No. 702096 | | Supplier No. | Invoice No. | 2 of 2 |
| | | Order Date 02-25-2019 | | Reference A Reference B 140439 | | Name NAIMAN, Joanna Phone +1(305)8177573 Fax Email joanna.naiman@liebherr.com | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price | |
| Goods 6,215.00 | | | | Net 6,215.00 | | Tax 422.90 | | Total USD 6,637.90 | |
| <p>Prices : Are in USD for delivery ex works Miami unpacked and uninsured.</p> <p>PACKING AND FREIGHT CHARGES ARE NOT INCLUDED AND WILL BE INVOICED AT COST ONCE AVAILABLE.</p> <p>Time of delivery : APPROX. 1-2 WEEKS</p> <p>Terms of payment : As agreed</p> <p>STOCK ITEMS ARE SUBJECT TO PRIOR SALE!</p> <p>THIS OFFER IS SUBJECT TO OUR GENERAL TERMS AND CONDITIONS OF SPARE PARTS SALE AND SERVICE.</p> | | | | | | | | | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | | Terms of payment 30 days after date of invoice net | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | Liebherr America Inc. d/b/a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | | |

We reserve the title to the goods until payment is made in full.

LIEBHERR

Liebherr USA, Co.
4100 Chestnut Ave, Newport News, VA 23607

WORLDWIDE TERMINALS FERNANDINA LLC
NASSAU TERMINALS
2345 FRIENDLY ROAD
FERNANDINA BEACH, FL
32034-8641

Quotation

Subject to the present terms of delivery and payment

| Machine No. | | Please indicate in all correspondence | | | Please indicate in your payment | | | Page | |
|---|-------------------------------|---|--|--------------|---------------------------------|--------------------------|---|-------------|--|
| LHM 400 140439 | | Quotation No. | Date | Customer No. | Supplier No. | Invoice No. | 1 of 2 | | |
| | | 906906 / 021 | 02-26-2019 | 702096 | | | | | |
| | | Order Date | 02-26-2019 | Name | NAIMAN, Joanna | | | | |
| | | Reference A | | Phone | +1(305)8177573 | | | | |
| | | Reference B | 140439 | Fax | | | | | |
| | | Customer Order No. | | Email | joanna.naiman@liebherr.com | | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price | |
| This quotation expires on : 03-28-2019 | | | | | | | | | |
| Ref: MONITOR RFK | | | | | | | | | |
| We confirm receipt of your enquiry: 02/26/2019 with many thanks. Based on our terms of delivery and payment and according to the special conditions as per stated below, we are pleased to herewith offer delivery of spare parts as follows: | | | | | | | | | |
| -- | | | | | | | | | |
| 10 | 11303378 MONITOR EQUIPMENT | | AT | 1.00 | Pcs | 4,899.00 | | 4,899.00 | |
| -- | | | | | | | | | |
| 20 | 0010061 PACKING COSTS | | | 1.00 | Pcs | | | | |
| -- | | | | | | | | | |
| 30 | 0010060 FREIGHT COSTS | | | 1.00 | Pcs | | | | |
| -- | | | | | | | | | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | Terms of payment 30 days after date of invoice net | | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | Liebherr America Inc. d b a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | | |

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| | | | | | | | | | |
|---|----------------------------|---|--|--|---------------------------------|--------------------------|---|---|-----------------------|
| Machine No. LHM 400 140439 | | Please indicate in all correspondence | | | Please indicate in your payment | | | Page 2 of 2 | |
| | | Quotation No. 906906 / 021 | | Date 02-26-2019 | Customer No. 702096 | Supplier No. | Invoice No. | | |
| | | Order Date 02-26-2019 | | Reference A | Reference B 140439 | Customer Order No. | Name NAIMAN, Joanna Phone +1(305)8177573 Fax Email joanna.naiman@liebherr.com | | |
| Item | Project No. Description | Article No. | | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price |
| Goods 4,899.00 | | | | | Net 4,899.00 | | Tax 342.93 | | Total USD 5,241.93 |
| <p>Prices : Are in USD for delivery ex works Miami unpacked and uninsured.</p> <p>PACKING AND FREIGHT CHARGES ARE NOT INCLUDED AND WILL BE INVOICED AT COST ONCE AVAILABLE.</p> <p>Time of delivery : WILL FOLLOW</p> <p>Terms of payment : As agreed</p> <p>STOCK ITEMS ARE SUBJECT TO PRIOR SALE!</p> <p>THIS OFFER IS SUBJECT TO OUR GENERAL TERMS AND CONDITIONS OF SPARE PARTS SALE AND SERVICE.</p> | | | | | | | | | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | | Terms of payment 30 days after date of invoice net | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | Liebherr America Inc. d b a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | | |

We reserve the title to the goods until payment is made in full.

LIEBHERR

Liebherr USA, Co.
4100 Chestnut Ave, Newport News, VA 23607

WORLDWIDE TERMINALS FERNANDINA LLC
NASSAU TERMINALS
2345 FRIENDLY ROAD
FERNANDINA BEACH, FL
32034-8641

Delivery Address

WORLDWIDE TERMINALS FERNANDINA LLC
NASSAU TERMINALS
2345 FRIENDLY ROAD
FERNANDINA BEACH, FL
32034-8641

Quotation

Subject to the present terms of delivery and payment

| Machine No. | | Please indicate in all correspondence | | | Please indicate in your payment | | | Page | |
|---|----------------------------|---------------------------------------|---|-----------|---------------------------------|----------------------------|---|-------------|--|
| LHM 400 140439 | | Quotation No. | Date | | Customer No. | Supplier No. | Invoice No. | 1 of 4 | |
| | | 906855 / 021 | 02-21-2019 | | 702096 | | | | |
| | | Order Date | 02-21-2019 | Name | | NAIMAN, Joanna | | | |
| | | Reference A | | Phone | | +1(305)8177573 | | | |
| | | Reference B | 140439 | Fax | | | | | |
| | | Customer Order No. | | Email | | joanna.naiman@liebherr.com | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price | |
| This quotation expires on : 03-23-2019 | | | | | | | | | |
| Ref: MAINTENANCE PART LIST | | | | | | | | | |
| We confirm receipt of your enquiry: 02/21/2019 with many thanks. Based on our terms of delivery and payment and according to the special conditions as per stated below, we are pleased to herewith offer delivery of spare parts as follows: | | | | | | | | | |
| -- | | | | | | | | | |
| DIESEL ENGINE: | | | | | | | | | |
| -- | | | | | | | | | |
| 10 | 7002915 OIL FILTER | | DE | 1.00 Pcs | | 17.93 | | 17.93 | |
| -- | | | | | | | | | |
| 20 | 550905814 OIL SEPARATOR | | 9 | 2.00 Pcs | | 129.59 | | 259.18 | |
| -- | | | | | | | | | |
| 30 | 560278208 SEAL | | DE | 12.00 Pcs | | 8.50 | | 102.00 | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | Terms of payment 30 days after date of invoice net | | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | | Liebherr America Inc. d/b/a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | |

| Machine No. LHM 400 140439 | | Please indicate in all correspondence | | | Please indicate in your payment | | | Page | |
|---|--|--|--|----------|--|-------------------|---|-------------|--|
| | | Quotation No. 906855 / 021 | Date 02-21-2019 | | Customer No. 702096 | Supplier No. | Invoice No. | 2 of 4 | |
| | | Order Date 02-21-2019 Reference A Reference B 140439 Customer Order No. | | | Name NAIMAN, Joanna Phone +1(305)8177573 Fax Email joanna.naiman@liebherr.com | | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price | |
| 40 | -- 550818614 CONE BELT -- FUEL SYSTEM: | | DE | 1.00 | Set | 67.00 | | 67.00 | |
| 50 | -- 550928514 FILTER INSERT -- | | DE | 1.00 | Pcs | 93.00 | | 93.00 | |
| 60 | 550817714 7402855 FILTER INSERT -- | SUPERSEDED BY | BR | 2.00 | Pcs | 12.96 | | 25.92 | |
| 70 | 511707814 FILTER INSERT -- | | DE | 1.00 | Pcs | 34.50 | | 34.50 | |
| 80 | 511708114 FILTER ELEMENT -- HYD. SYSTEM: | | CZ | 1.00 | Pcs | 29.50 | | 29.50 | |
| 90 | -- 510661414 FILTER INSERT -- | | DE | 1.00 | Pcs | 337.11 | | 337.11 | |
| 100 | 790467614 O-RING -- | | DE | 1.00 | Pcs | 12.00 | | 12.00 | |
| 110 | 790467514 SUPPORTING RING -- | | IT | 1.00 | Pcs | 4.70 | | 4.70 | |
| 120 | 10226684 FILTER INSERT -- | | DE | 2.00 | Pcs | 332.00 | | 664.00 | |
| 130 | 11009281 FIBRE GLASS FILTER INSERT -- | | DE | 1.00 | Pcs | 541.91 | | 541.91 | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | Terms of payment 30 days after date of invoice net | | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | Liebherr America Inc. d/b/a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | | |

We reserve the title to the goods until payment is made in full.

| Machine No. | | Please indicate in all correspondence | | Please indicate in your payment | | | | Page |
|---|---|---|--|---------------------------------|----------------------------|--------------------------|---|-------------|
| LHM 400 140439 | | Quotation No. | Date | Customer No. | Supplier No. | Invoice No. | 3 of 4 | |
| | | 906855 / 021 | 02-21-2019 | 702096 | | | | |
| | | Order Date | 02-21-2019 | Name | NAIMAN, Joanna | | | |
| | | Reference A | | Phone | +1(305)8177573 | | | |
| | | Reference B | 140439 | Fax | | | | |
| | | Customer Order No. | | Email | joanna.naiman@liebherr.com | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price |
| 140 | 510713814 FILTER ELEMENT -- OTHER FILTERS: -- | | RO | 1.00 | Pcs | 26.30 | | 26.30 |
| 150 | 592319514 FILTER INSERT -- | | DE | 2.00 | Pcs | 158.00 | | 316.00 |
| 160 | 592319614 SAFETY CARTRIDGE -- | | DE | 2.00 | Pcs | 301.00 | | 602.00 |
| 170 | 611124814 FILTER MAT -- | | DE | 1.00 | m2 | 9.10 | | 9.10 |
| 180 | 10227703 END COVER -- LIFTING DEVICE: -- | | AT | 1.00 | Pcs | 47.00 | | 47.00 |
| 190 | 10543143 FILTER INSERT -- 510657014 | | 9 | 1.00 | Pcs | 66.00 | | 66.00 |
| 200 | 570584808 FILTER INSERT -- | SUPERSEDED BY | | DE | 1.00 | Pcs | 23.50 | 23.50 |
| 210 | 511711314 FILTER INSERT -- | | DE | 1.00 | Pcs | 51.00 | | 51.00 |
| 220 | 0010061 PACKING COSTS -- | | | 1.00 | Pcs | | | |
| 230 | 0010060 FREIGHT COSTS -- | | | 1.00 | Pcs | | | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | Terms of payment 30 days after date of invoice net | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | Liebherr America Inc. d/b/a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | |

We reserve the title to the goods until payment is made in full.

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|--|----------------------------|---|----|---|---------------------------------|--------------------------|---|----------------|
| Machine No. LHM 400 140439 | | Please indicate in all correspondence | | | Please indicate in your payment | | | Page 4 of 4 |
| | | Quotation No. 906855 / 021 | | Date 02-21-2019 | Customer No. 702096 | Supplier No. | Invoice No. | |
| | | Order Date 02-21-2019 Reference A Reference B 140439 Customer Order No. | | Name NAIMAN, Joanna Phone +1(305)8177573 Fax Email joanna.naiman@liebherr.com | | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price |
| Goods 3,329.65 | | Net 3,329.65 | | Tax 233.13 | | Total USD 3,562.78 | | |
| <p>Prices : Are in USD for delivery ex works Miami unpacked and uninsured.</p> <p>PACKING AND FREIGHT CHARGES ARE NOT INCLUDED AND WILL BE INVOICED AT COST ONCE AVAILABLE.</p> <p>Time of delivery : POS. 130,140,150-180,200 : APPROX. 1-2 WEEKS REST : EX STOCK MIAMI</p> <p>Terms of payment : As agreed</p> <p>STOCK ITEMS ARE SUBJECT TO PRIOR SALE!</p> <p>THIS OFFER IS SUBJECT TO OUR GENERAL TERMS AND CONDITIONS OF SPARE PARTS SALE AND SERVICE.</p> | | | | | | | | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | | Terms of payment 30 days after date of invoice net | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | Liebherr America Inc. d/b/a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | |

We reserve the title to the goods until payment is made in full.

LIEBHERR

Liebherr USA, Co.
4100 Chestnut Ave, Newport News, VA 23607

WORLDWIDE TERMINALS FERNANDINA LLC
NASSAU TERMINALS
2345 FRIENDLY ROAD
FERNANDINA BEACH, FL
32034-8641

Delivery Address

WORLDWIDE TERMINALS FERNANDINA LLC
NASSAU TERMINALS
2345 FRIENDLY ROAD
FERNANDINA BEACH, FL
32034-8641

Quotation

Subject to the present terms of delivery and payment

| Machine No. | | Please indicate in all correspondence | | | Please indicate in your payment | | | Page | |
|---|-------------------------------|--|---|----------|--|--------------|---|-------------|--|
| LHM 400 140439 | | Quotation No. 906828 / 021 | Date 02-19-2019 | | Customer No. 702096 | Supplier No. | Invoice No. | 1 of 5 | |
| | | Order Date 02-19-2019 Reference A Reference B 140439 Customer Order No. | | | Name MEDINA, Erika Phone +1 305 8177574 Fax Email erika.medina@liebherr.com | | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price | |
| This quotation expires on : 03-21-2019 | | | | | | | | | |
| Ref: SPARE PARTS PACKAGE | | | | | | | | | |
| We confirm receipt of your enquiry: 02/19/2019 with many thanks. Based on our terms of delivery and payment and according to the special conditions as per stated below, we are pleased to herewith offer delivery of spare parts as follows: | | | | | | | | | |
| ***UC ELECTR.*** -- | | | | | | | | | |
| 10 | 692837214 PRESSURE SENSOR | | DE | 1.00 | Pcs | 385.08 | | 385.08 | |
| -- | | | | | | | | | |
| 20 | 693067614 PROXIMITY SWITCH | | CN | 1.00 | Pcs | 382.00 | | 382.00 | |
| -- | | | | | | | | | |
| 30 | 606273114 GEARED POTI | | DE | 1.00 | Pcs | 1,463.00 | | 1,463.00 | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | Terms of payment 30 days after date of invoice net | | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | | Liebherr America Inc. d/b/a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | |

| Machine No. | | Please indicate in all correspondence | | Please indicate in your payment | | | Page | |
|---|---|--|--|------------------------------------|--------------|-------------------|---|-------------|
| LHM 400 140439 | | Quotation No. 906828 / 021 | Date 02-19-2019 | Customer No. 702096 | Supplier No. | Invoice No. | 2 of 5 | |
| | | Order Date 02-19-2019 | | Name MEDINA, Erika | | | | |
| | | Reference A | | Phone +1 305 8177574 | | | | |
| | | Reference B 140439 | | Fax | | | | |
| | | Customer Order No. | | Email erika.medina@liebherr.com | | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price |
| ***SP ELECTR.*** | | | | | | | | |
| -- | | | | | | | | |
| 40 | 631032014 AUXILIARY CONTACTOR | | RO | 1.00 | Pcs | 75.00 | | 75.00 |
| -- | | | | | | | | |
| 50 | 917067714 CONVERTOR | | DE | 1.00 | Pcs | 790.00 | | 790.00 |
| -- | | | | | | | | |
| 60 | 630121508 RELAY | | CN | 1.00 | Pcs | 5.80 | | 5.80 |
| -- | | | | | | | | |
| 70 | 692855114 MEASUREMENT DATA CONVERTOR | | CH | 1.00 | Pcs | 342.00 | | 342.00 |
| -- | | | | | | | | |
| 80 | 692855014 MEASUREMENT DATA CONVERTOR | | CH | 1.00 | Pcs | 397.00 | | 397.00 |
| -- | | | | | | | | |
| 90 | 692863214 CONVERTER DC/DC | | SK | 1.00 | Pcs | 2,076.00 | | 2,076.00 |
| -- | | | | | | | | |
| 100 | 917224014 TACHOMETER PRE-ASSEMBLY | | AT | 1.00 | Pcs | 312.00 | | 312.00 |
| -- | | | | | | | | |
| 110 | 693194314 SLEWING ANGLE TRANSDUCER | | DE | 1.00 | Pcs | 3,250.00 | | 3,250.00 |
| -- | | | | | | | | |
| 120 | 10227273 MONITORING UNIT RELAIS | | CN | 1.00 | Pcs | 324.00 | | 324.00 |
| -- | | | | | | | | |
| 130 | 10226635 RELAY | | DE | 1.00 | Pcs | 285.00 | | 285.00 |
| -- | | | | | | | | |
| 140 | 693200214 GENERATOR CTRL. UNIT | | AT | 1.00 | Pcs | 2,185.00 | | 2,185.00 |
| -- | | | | | | | | |
| 150 | 10020386 GEAR CAM LIMITSWITCH | | DE | 1.00 | Pcs | 4,208.00 | | 4,208.00 |
| ***ENGINE ELECTR.*** | | | | | | | | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | Terms of payment 30 days after date of invoice net | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | Liebherr America Inc. d/b/a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | |

We reserve the title to the goods until payment is made in full.

| Machine No. LHM 400 140439 | | Please indicate in all correspondence | | | Please indicate in your payment | | | Page 3 of 5 | |
|---|---|---|--|----------|--|--------------------------|---|----------------|--|
| | | Quotation No. 906828 / 021 | Date 02-19-2019 | | Customer No. 702096 | Supplier No. | Invoice No. | | |
| | | Order Date 02-19-2019 Reference A Reference B 140439 Customer Order No. | | | Name MEDINA, Erika Phone +1 305 8177574 Fax Email erika.medina@liebherr.com | | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price | |
| 160 | -- 10098478 WIRING HARNESS | | DE | 1.00 | Pcs | 991.00 | | 991.00 | |
| 170 | -- 10224426 STARTER | | AT | 1.00 | Pcs | 3,632.00 | | 3,632.00 | |
| 180 | -- 10224435 TEMP TRANSMITTER CHARGE AIR | | DE | 1.00 | Pcs | 102.00 | | 102.00 | |
| 190 | -- 10224436 TEMP TRANSMITTER COOLANT&FUEL | | DE | 1.00 | Pcs | 164.00 | | 164.00 | |
| 200 | -- 10224476 BOOST PRESSURE SENSOR | | MX | 1.00 | Pcs | 516.00 | | 516.00 | |
| 210 | -- 10224433 PRESSURE TRANSMITTER | | DE | 1.00 | Pcs | 134.00 | | 134.00 | |
| ***MODULES*** | | | | | | | | | |
| 220 | -- 10351641 CAN MODULE | | AT | 1.00 | Pcs | 3,347.00 | | 3,347.00 | |
| 230 | -- 10351645 CAN MODULE | | AT | 1.00 | Pcs | 3,147.00 | | 3,147.00 | |
| 240 | -- 10351549 CAN MODULE | | DE | 1.00 | Pcs | 2,194.00 | | 2,194.00 | |
| 250 | -- 10351635 CAN MODULE | | AT | 1.00 | Pcs | 2,533.00 | | 2,533.00 | |
| 260 | -- 917871114 CAN MODULE | | AT | 1.00 | Pcs | 5,400.00 | | 5,400.00 | |
| 270 | -- 10223180 CONTROL SYSTEM | | EU | 1.00 | Pcs | 7,003.79 | | 7,003.79 | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | Terms of payment 30 days after date of invoice net | | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | Liebherr America Inc. d/b/a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | | |

We reserve the title to the goods until payment is made in full.

| Machine No. LHM 400 140439 | | Please indicate in all correspondence | | Please indicate in your payment | | | Page 4 of 5 | |
|--|-------------------------------------|---------------------------------------|---|------------------------------------|--------------|-----------------|---|------------------------|
| | | Quotation No. 906828 / 021 | Date 02-19-2019 | Customer No. 702096 | Supplier No. | Invoice No. | | |
| | | Order Date 02-19-2019 | | Name MEDINA, Erika | | | | |
| | | Reference A | | Phone +1 305 8177574 | | | | |
| | | Reference B 140439 | | Fax | | | | |
| | | Customer Order No. | | Email erika.medina@liebherr.com | | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price |
| ***CABIN*** | | | | | | | | |
| -- | | | | | | | | |
| 280 | 10570794 REPLACEMENT SET JOYSTIC | | AT | 1.00 | Pcs | 3,634.00 | | 3,634.00 |
| ***BOOM ELECTR.*** | | | | | | | | |
| -- | | | | | | | | |
| 300 | 592304414 VALVE BLOCK | | AT | 1.00 | Pcs | 3,064.00 | | 3,064.00 |
| -- | | | | | | | | |
| 310 | 0010061 PACKING COSTS | | | 1.00 | Pcs | | | |
| -- | | | | | | | | |
| 320 | 0010060 FREIGHT COSTS | | | 1.00 | Pcs | | | |
| -- | | | | | | | | |
| Goods 52,341.67 | | | | Net 52,341.67 | | Tax 3,639.89 | | Total USD 55,981.56 |
| <p>Prices : Are in USD for delivery ex works Miami unpacked and uninsured.</p> <p>PACKING AND FREIGHT CHARGES ARE NOT INCLUDED AND WILL BE INVOICED AT COST ONCE AVAILABLE.</p> <p>Time of delivery : POS. 10,20,80,90,120,140,180,200: APPROX. 2 WEEKS POS. 170: WILL FOLLOW REST: EX STOCK MIAMI</p> <p>Terms of payment : As agreed</p> | | | | | | | | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | Terms of payment 30 days after date of invoice net | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | | Liebherr America Inc. d b a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | |

We reserve the title to the goods until payment is made in full.

LIEBHERR

| | | | | | | | | |
|---|----------------------------|---|--|---------------------------------|---------------------|--------------------|---|-------------|
| Machine No. LHM 400 140439 | | Please indicate in all correspondence | | Please indicate in your payment | | | Page 5 of 5 | |
| | | Quotation No. 906828 / 021 | Date 02-19-2019 | Customer No. 702096 | Supplier No. | Invoice No. | | |
| | | Order Date 02-19-2019 | | Name MEDINA, Erika | | | | |
| | | Reference A | | Phone +1 305 8177574 | | | | |
| | | Reference B 140439 | | Fax | | | | |
| | | Customer Order No. | | Email erika.medina@liebherr.com | | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price |
| <p>STOCK ITEMS ARE SUBJECT TO PRIOR SALE!</p> <p>THIS OFFER IS SUBJECT TO OUR GENERAL TERMS AND CONDITIONS OF SPARE PARTS SALE AND SERVICE.</p> | | | | | | | | |
| Shipping mode (Incoterms 2010) FCA/free carrier place of delivery | | | Terms of payment 30 days after date of invoice net | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | Liebherr America Inc. d b a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | | LIEBHERR USA, Co. | |

We reserve the title to the goods until payment is made in full.

LIEBHERR

Liebherr USA, Co.
4100 Chestnut Ave, Newport News, VA 23607

WORLDWIDE TERMINALS FERNANDINA LLC
NASSAU TERMINALS
2345 FRIENDLY ROAD
FERNANDINA BEACH, FL
32034-8641

Delivery Address

WORLDWIDE TERMINALS FERNANDINA LLC
315 N 2nd STREET
FERNANDINA BEACH, FL
32034-8641

Quotation

Subject to the present terms of delivery and payment

| Machine No. | | Please indicate in all correspondence | | Please indicate in your payment | | | Page | |
|---|----------------------------|--|--|---------------------------------|--|-------------------|---|-------------|
| LHM 400 140439 | | Quotation No. 907260 / 021 | Date 03-27-2019 | Customer No. 702096 | Supplier No. | Invoice No. | 1 of 2 | |
| | | Order Date Reference A Reference B Customer Order No. | 03-27-2019 140439 | Name Phone Fax Email | NAIMAN, Joanna +1(305)8177573 joanna.naiman@liebherr.com | | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price |
| This quotation expires on : 04-26-2019 | | | | | | | | |
| Ref: PACKING & FREIGHT CHARGES | | | | | | | | |
| We confirm receipt of your enquiry: 03/27/2019 with many thanks. Based on our terms of delivery and payment and according to the special conditions as per stated below, we are pleased to herewith offer delivery of spare parts as follows: | | | | | | | | |
| -- | | | | | | | | |
| 5 | 0010061 PACKING COSTS | | | 1.00 Pcs | | 845.00 | | 845.00 |
| ALL SPARE PARTS FROM BELOW LISTED QUOTATIONS INCLUDED: | | | | | | | | |
| - 906855 / 021 | | | | | | | | |
| - 906828 / 021 | | | | | | | | |
| - 906898 / 021 | | | | | | | | |
| - 906906 / 021 | | | | | | | | |
| WOODEN CRATE | | WOODEN CRATE | | | | | | |
| 91x63x63 | | 47x32x30 | | | | | | |
| 3750 lbs. | | 200 lbs | | | | | | |
| Shipping mode (Incoterms 2010) EXW/ex works place of delivery | | | Terms of payment 30 days after date of invoice net | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | Liebherr America Inc. d/b/a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | |

| | | | | | | | | | | | | | | |
|--|----------------------------|---|----|---|-----|--|---|--------------------------------|---------------------|------------------------------|--------------------|--|----------------|--|
| Machine No. LHM 400 140439 | | Please indicate in all correspondence Quotation No. 907260 / 021 | | Date 03-27-2019 | | Please indicate in your payment Customer No. 702096 | | | Supplier No. | | Invoice No. | | Page 2 of 2 | |
| | | Order Date 03-27-2019 | | Reference A 140439 | | Name NAIMAN, Joanna | | Phone +1(305)8177573 | | Fax +1(305)8177573 | | Email joanna.naiman@liebherr.com | | |
| Item | Project No. Description | Article No. | CC | Quantity | UQ | Unit price | Discount Delivery Date (after RO) | Total price | | | | | | |
| 10 | 0010060 FREIGHT COSTS | | | 1.00 | Pcs | 950.00 | | 950.00 | | | | | | |
| INLAND FREIGHT FROM MIAMI, 33018 TO FERNANDINA, 32034 TRANSIT TIME: 1 DAY INLAND FREIGHT - \$765.00 INSURANCE - \$185.00 | | | | | | | | | | | | | | |
| Goods | | Costs | | Net | | Total USD | | | | | | | | |
| 0.00 | | 1,795.00 | | 1,795.00 | | 1,795.00 | | | | | | | | |
| <p>Prices are in US \$ for delivery Ex Work Miami unpacked and uninsured. Please inspect shipment immediately upon receipt. All claims for shipment discrepancies submitted after two weeks of the receipt date will not be accepted.</p> <p>THIS ORDER ACKNOWLEDGEMENT / INVOICE IS SUBJECT TO OUR GENERAL TERMS AND CONDITIONS OF SPARE PARTS SALE AND SERVICE.</p> <p>RETURN ADDRESS: 15101 NW 112th Avenue Hialeah Gardens, FL 33018</p> | | | | | | | | | | | | | | |
| Shipping mode (Incoterms 2010) EXW/ex works place of delivery | | | | Terms of payment 30 days after date of invoice net | | | | | | | | | | |
| Liebherr USA, Co. 4100 Chestnut Ave Newport News, VA 23607 Tel.: +1 757 245-5251 Fax: +1 757 928-8770 www.liebherr.com | | | | Liebherr America Inc. d b a LIEBHERR USA, CO. Bank of America, N.A. Routing No. 0260-0959-3 (for ACH debit: 05100 0017) Swift No. BOFAUS3N Account No. 0041 2281 7216 French VAT-ID - Code ID. TVA : FR 26 832400881 German VAT-ID - DE 311716432 | | | | LIEBHERR USA, Co. | | | | | | |

We reserve the title to the goods until payment is made in full.



City of Fernandina Beach

3/11/19
received

RECEIVED
Tammi E. Bach

Office of the City Attorney

tbach@fbfl.org

March 7, 2019

Honorable Robert Sturgess, Esq.
Chair
Ocean, Highway & Port Authority
86130 License Road #9
Fernandina Beach, FL 32034

RE: Port of Fernandina and Conservation Easement

Dear Chair Sturgess:

The City Commission asked me to write a letter requesting that the Ocean, Highway & Port Authority ("OHPA") agree to rezone property at the Port of Fernandina to Conservation. The property is described as:

A PORTION OF MARSHLANDS LYING IN A PORTION OF BLOCKS 56, 59 AND 60 AND A PORTION OF THIRD, FOURTH, FIFTH, SIXTH AND FRANKLIN STREET RIGHT-OF-WAYS, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

I have attached the Conservation Easement recorded in the public records of Nassau County back in 1991 covering the property. The City respectfully requests that OHPA agree to rezone the above-described property to Conservation as it is already covered by the Conservation Easement.

Thank you for your service to our community and consideration of this request.

Sincerely,

Tammi E. Bach
City Attorney

cc: Mayor and City Commissioners
Dale L. Martin, City Manager
Kelly Gibson, Planning and Conservation Director

CES Cover Sheet

☐ Checked for Duplicate Document

DM ID

Document Type:

CONSERVATION EASEMENTS

Document Date:

11-09-1990

Section:

39

Township:

02N

Range:

28E

Total Area / Area Unit:

(A) Acreage (S) Square Feet

County Book / Page / Type:

NASSAU

B 641

P1038

Q

Instrument #

Comments:

➤ **RELATIVE TO; DER #451730689**

➤ **GRANTED BY; OCEAN HWY PORT AUTHORITY**

DATE PREPPED:

12/11/2008

INVENTORY #:

28554

☐ MAA'D For Rescan & Additional Pgs

CONSERVATION EASEMENT TRANSMITTAL MEMO TO DSL

TO: Kathy Miklus
Planning Manager
DSL, Title and Land Records Section
MS #108
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

FROM: Miranda LeMaster
Compliance and Enforcement
Submerged Lands and Environmental Resources Program
Northeast District

DATE: December 8, 2008

SUBJECT: Site No.: 45-128870
PATs No.: 45-1730689
Applicant: Ocean Highway & Port Authority

Attached is the executed and recorded conservation easement including all attachments for inclusion in the Title and Land Records Section's permanent files/records of BOT ownership and interest in lands.

Please send the conservation easement to DSL's Director's Office, Technology Management Section for scanning and entry into DSL's Board of Trustees Lands Database System (BTLDS) document data and mapping system.

If you have any questions, please call me at 904-807-3308.

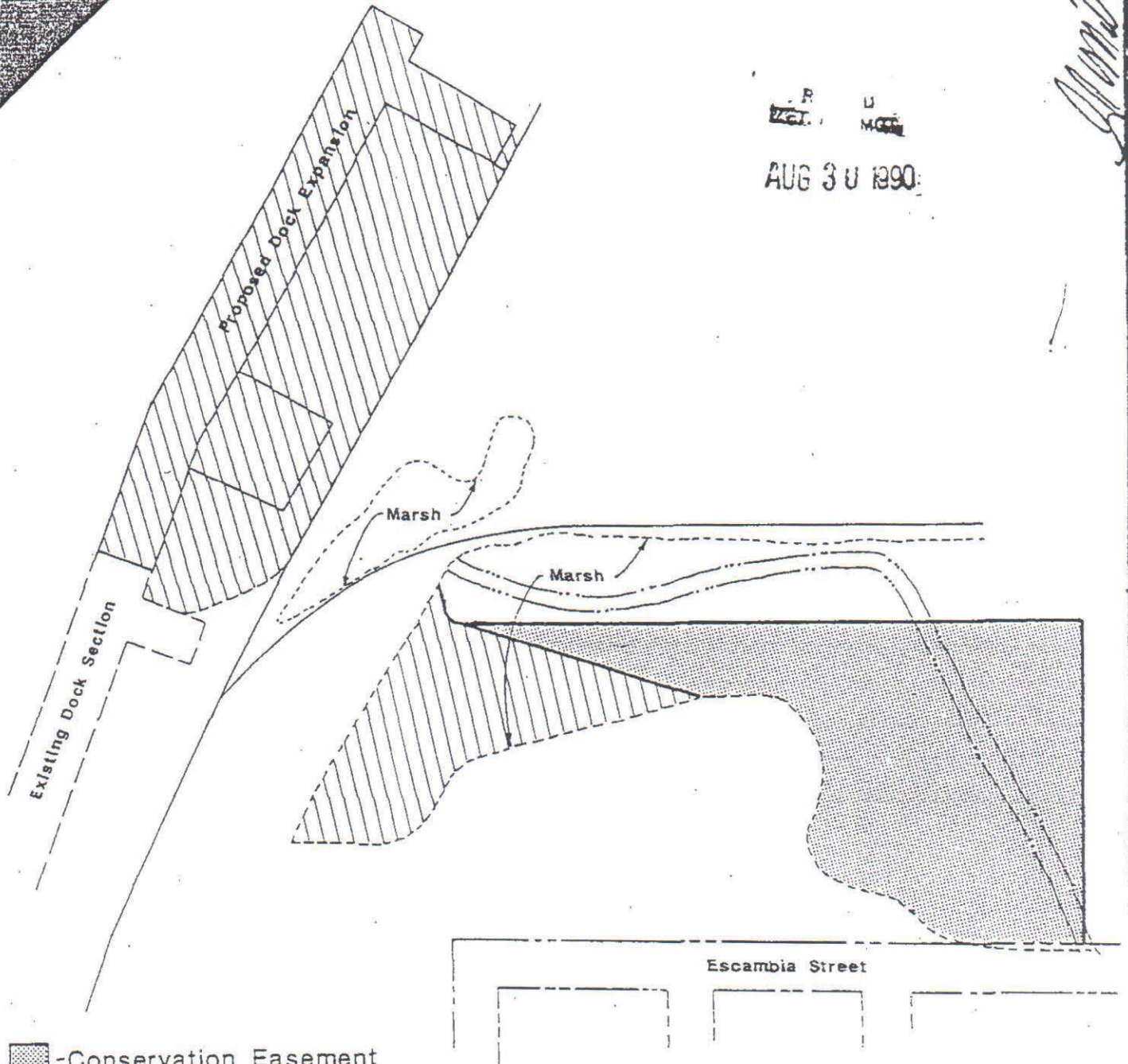
Enclosure



cc: District permitting file



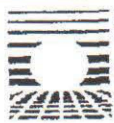
R U
MCE MCE

AUG 30 1990



-  - Conservation Easement
Area Total Area - 4.06 ac.
-  - Proposed Work in Wetlands

PERMIT NO. 451730689



**England-Thimys
& Miller, Inc.**

Consulting & Design Engineers
3031 St. Johns Blvd. P.O. Box 1000000, Ft. Worth, TX 76106



**ENVIRONMENTAL
SERVICES, INC.**

Mitigation Plan for Port of Fernandina Expansion

Proj No. 89-115

Date 8/23/90

Scale N.T.S.

Drawing No. 10

W 1000' 0"



AMELIA RIVER

PERMIT NO. 451730689

SEP 20 1990
RECEIVED
WEST. RES. MGMT.

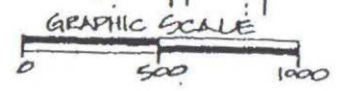
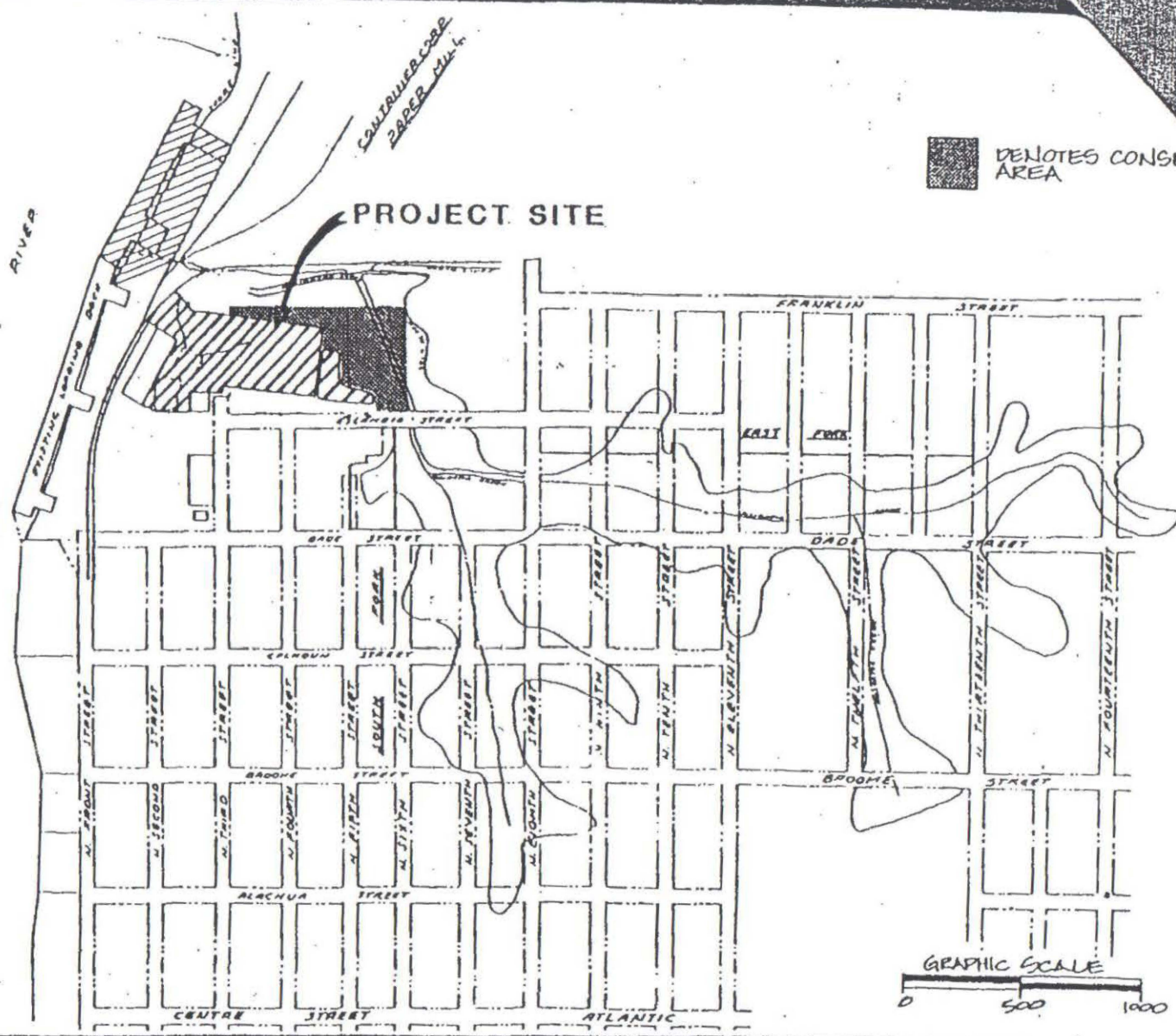
REV. 9-90
REV. 6-90
REV. 5-90

CONTAINER CORP.
20000' 0"

PROJECT SITE



DENOTES CONSERVATION AREA



England-Thims & Miller, Inc.
Consulting & Design Engineers
3131 St. Johns Bluff Rd. SE, Jacksonville, FL 32216

VICINITY MAP
PORT OF FERNANDINA

| | |
|-------------|-------------------|
| PROJ. NO. | 89-115 |
| DATE | 1-9-90 |
| SCALE | SEE GRAPHIC SCALE |
| DRAWING NO. | 1A |

DRAFT//

05/25/

PERMIT NO.

451730689

Form 28

NOV 20 1991

~~PERMIT~~ CONSERVATION EASEMENT

BK 0641 PG 1038
OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF NASSAU

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of State of Florida Department of Environmental Regulation permit number 451730689 to Ocean Highway & Port Authority on 11/9/90, 1990, Ocean Highway & Port Authority (Grantor) has granted to the State of Florida Department of Environmental Regulation, 2600 Blair Stone Road, Tallahassee, Florida (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Nassau County, Florida, as set forth in the legal description attached hereto as Exhibit A.

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Department of Environmental Regulation Permit No. 451730689, including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to this Conservation Easement:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation; with exception of nuisance and exotic plant species as may be required by Grantee;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

- BK 0641 PG 1039
OFFICIAL RECORDS
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, fish and wildlife habitat preservation;
 7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
 8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and Grantor does hereby indemnify and hold harmless the Grantee from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Second Judicial Circuit, in Leon County, Florida. In any enforcement action in which the grantee prevails, Grantee shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403, Florida Statutes.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.



PERMIT NO.

451730689

VERNON N. DRAKE & ASSOCIATES

103 SOUTH 10TH STREET
FERNANDINA BEACH, FLORIDA 32034

REGISTERED
LAND SURVEYORS

February 5th, 1991

BK 064 | PG 1041

OFFICIAL RECORDS

DESCRIPTION FOR NASSAU COUNTY OCEAN, HIGHWAY AND
PORT AUTHORITY

39
02N
28E

CONSERVATION EASEMENT

A PORTION OF MARSHLANDS LYING IN A PORTION OF BLOCKS 56, 59, 60 AND A PORTION OF THIRD, FOURTH, FIFTH, SIXTH AND FRANKLIN STREET RIGHT-OF-WAYS, CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

As shown on the Official Plat of said City (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and re-issued by the Florida Town Improvement Company, in 1887 and 1901).

Being more particularly described as follows: Begin at an iron pin with cap No. PLS 1558 set where the centerline of Franklin Street aforesaid intersects with the centerline of Sixth Street aforesaid; and run South 7°-28'-42" West along the centerline of said Sixth Street, a distance of 430.0' feet to an iron pin with cap No. PLS 1558 set on the Northerly right-of-way line of Escambia Street; run thence North 82°-31'-18" West along said Northerly right-of-way, a distance of 205.0' feet more or less to a point on the division line of the uplands and marshlands, said point being designated as Point "X" in this description. Return to the Point of Beginning and run North 82°-31'-18" West along the centerline of Franklin Street aforesaid, a distance of 805.0' feet to an iron pin with cap No. PLS 1558 set where said centerline intersects with the centerline of Third Street aforesaid; run thence South 7°-28'-42" West along the centerline of said Third Street, a distance of 18.39' feet; run thence South 67°-31'-18" East a distance of 349.0' feet more or less to the division line of the uplands and marshlands aforementioned; run thence in a Southeasterly direction along said division line, a distance of 480.0' feet more or less to Point "X" aforementioned for the Closing Point. (All Streets mentioned have a right-of-way of 60.0' feet).

The portion of land thus described contains 94.11 acres, more or less.

FILED & RECORDED IN PUBLIC
RECORDS OF NASSAU COUNTY FL
RECORD VERIFIED

9116471

91 NOV 20 PM 3:37

Prepared by

Vernon N. Drake
Vernon N. Drake,
P.L.S. No. 1558

CLERK OF COURTS
NASSAU COUNTY, FLORIDA

RECEIVED
DIST. RES. MGT.
JUN 27 1991

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this 26 day of June, 1991, ~~1990~~.

BK 064 | PG | 040

OFFICIAL RECORDS

Signed, sealed, and delivered in our presence of

[Signature]
WITNESS

[Signature]
WITNESS

[Signature]
GRANTOR Chairman, Ocean Highway & Port Authority

GRANTOR

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 6/26/91 (date), by Nick Deonas, Chairman (name of officer or agent), of Ocean Highway & Port Authority (name of Corporation), a Florida (State or place of incorporation) corporation, on behalf of the corporation.

[Signature]
Notary Public
State of Florida

My Commission
Expires: NOTARY PUBLIC, STATE OF FLORIDA
My commission expires April 5, 1992

Prepared by:

ARTHUR I. JACOBS, P.A.

P.O. Drawer I

(Name)

Fernandina Beach, Florida 32034

(Address)

PERMIT NO. 451730689



August 7, 2018

The Board of Commissioners
Ocean Highway and Port Authority of Nassau County
86130 License Road, Suite 9
Fernandina Beach, Florida 32034

Attention: Barb Amerigan, Office Manager

We are pleased to confirm our understanding of the services we are to provide the Ocean Highway and Port Authority of Nassau County (the "Authority"), for the year ended September 30, 2018. We will audit the financial statements including the related notes to the financial statements which collectively comprise the basic financial statements of the Authority as of and for the year then ended.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal and/or state awards, (if necessary).

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and/or the Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General, as applicable.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and/or the Florida Single Audit Act, as applicable, will report on internal control over compliance and will include a paragraph that states the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and/or the Florida Single Audit Act. Both reports will state the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the Uniform Guidance; the Florida Single Audit Act; and the provisions of Chapter 10.550, Rules of the Auditor General, as applicable, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and/or the Florida Single Audit Act, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audits, if applicable. Our reports will be addressed to management and Members of the Board of Commissioners of the Ocean Highway and Port Authority of Nassau County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to

complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards and or state projects, and all accompanying information as well as all representations contained therein.

Management is responsible for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state projects, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected

fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the Florida Single Audit Act, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and the Florida Single Audit Act. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance and the Florida Single Audit Act; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is fairly presented in accordance with the Uniform Guidance and the Florida Single Audit Act; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state projects, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state projects, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though

the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the Florida Single Audit Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and/or state award program, as applicable. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the Florida Single Audit Act, if applicable.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and the Florida Single Audit Act, as applicable.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the Florida Single Audit Act requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and *State Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs, as applicable. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the Florida Single Audit Act, as applicable.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state projects and related notes of the Authority in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on a mutually agreed upon date, and to issue our reports no later than May 31, 2019. Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$25,800 for the financial and compliance audit (includes financial statement preparation) and \$3,500 for each major federal and/or state program if a federal and/or Florida Single Audit are required for the year ended September 30, 2018. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. In accordance with our Firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests, we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign these letters and return one to us.

Sincerely,
MAULDIN & JENKINS, LLC

A handwritten signature in black ink, appearing to read "Wade P. Sansbury", written in a cursive style.

Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Ocean Highway and Port Authority of Nassau County.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

PUBLIC TRANSPORTATION GRANT AGREEMENT

| | | | | |
|--|--|-------------|-----------------|---------------|
| Financial Project Number(s): <small>(item-segment-phase-sequence)</small> | Fund(s): | GMR | FLAIR Category: | 088794 |
| 443401-1-94-02 | Work Activity Code/Function: | 215 | Object Code: | 751000 |
| | Federal Number/Federal Award | | Org. Code: | 55022020229 |
| | Identification Number (FAIN) – Transit only: | | Vendor Number: | F591976292004 |
| Contract Number: | Federal Award Date: | | | |
| CFDA Number: N/A | Agency DUNS Number: | 80-939-7102 | | |
| CFDA Title: N/A | | | | |
| CSFA Number: 55.005 | | | | |
| CSFA Title: Seaport Grant Program | | | | |

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Ocean Highway and Port Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Fernandina's warehouse development initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☒ **Seaports**
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through May 21, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. ☐ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
9. **Project Cost:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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GRANT AGREEMENT**

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- a. The estimated total cost of the Project is \$7,800,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,900,000 and, the Department's participation in the Project shall not exceed 37.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

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the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

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with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

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- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

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or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Ocean Highway and Port
Authority

By: _____

Name: Robert Sturgess

Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Authorized Official or James M. Knight, PE

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Port of Fernandina's customers have a current and growing need for on-port covered storage. This project will design and construct approximately 77,000 square feet of warehouse space.

B. Project Location (limits, city, county, map): Port of Fernandina, Fernandina Beach, FL

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project includes the environmental, design and construction work required to complete the building development activities described in the Project Description, including: aluminum; anchoring components; asphalt paving activities; backfilling; compaction; concrete; construction; construction inspection costs; construction management; consulting services; contractor stand-by; costs estimates; demobilization; demolition; dewatering; drainage systems; doors; drywall; dust control systems; earthwork; electrical systems; elevators; engineering services; entrance canopies; exterior finishes; environmental assessments; fasteners and connectors; fencing; fire protection systems; flooring; framing; form work; geotechnical services; glass and glazing; ground covering; handrails; insulation; interior divider walls; interior finishes; lighting systems; masonry; mitigation assessments; mobilization; permitting; plan development (e.g., 30 / 60 / 90 / 100 % and as-builts); plumbing systems; precast concrete; preconstruction engineering and design; procurement cost; ramps; roofing systems; security systems; soil improvement work; shore and slope protection; siding; signage and way finding; steel; stairways; stormwater management; structural components; surveying; temporary structures; thermal barriers; ventilation systems; utility components; and, windows.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

| Financial Management Number | Fund Type | FLAIR Category | State Fiscal Year | Object Code | CSFA/CFDA Number | CSFA/CFDA Title or Funding Source Description | Funding Amount |
|-----------------------------------|-----------|----------------|-------------------|-------------|------------------|---|--------------------|
| 443401-1-94-02 | GMR | 088794 | 2019 | 751000 | 55.005 | Seaport Grant Program | \$2,900,000 |
| 443401-1-94-02 | LF | 088794 | 2019 | | | | \$4,900,000 |
| Total Financial Assistance | | | | | | | \$7,800,000 |

B. Estimate of Project Costs by Grant Phase:

| Phases* | State | Local | Federal | Totals | State % | Local % | Federal % |
|------------------------------------|--------------------|--------------------|------------|--------------------|---------|---------|-----------|
| Land Acquisition | \$0 | \$0 | \$0 | \$0 | 0.00 | 0.00 | 0.00 |
| Planning | \$0 | \$0 | \$0 | \$0 | 0.00 | 0.00 | 0.00 |
| Environmental/Design/Construction | \$2,900,000 | \$4,900,000 | \$0 | \$7,800,000 | 37.18 | 62.82 | 0.00 |
| Capital Equipment | \$0 | \$0 | \$0 | \$0 | 0.00 | 0.00 | 0.00 |
| Match to Direct Federal Funding | \$0 | \$0 | \$0 | \$0 | 0.00 | 0.00 | 0.00 |
| Mobility Management (Transit Only) | \$0 | \$0 | \$0 | \$0 | 0.00 | 0.00 | 0.00 |
| Totals | \$2,900,000 | \$4,900,000 | \$0 | \$7,800,000 | | | |

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Justin Ryan

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Justin Ryan or FDOT District 2 Seaport Coordinator (email: justin.ryan@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Justin Ryan or FDOT District 2 Seaport Coordinator.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info:

Phone: (386) 758-3714, Fax: (386) 758-3707

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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NOTICE OF COMPLETION

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

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G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

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EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Seaport Grant Program
CSFA Number: 55.005
***Award Amount:** \$2,900,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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| | | | | |
|--|--|--------------|-----------------|---------------|
| Financial Project Number(s): <small>(item-segment-phase-sequence)</small> | Fund(s): | GMR, PORT | FLAIR Category: | 088794 |
| 438826-1-94-02 | Work Activity Code/Function: | 215 | Object Code: | 751000 |
| | Federal Number/Federal Award | | Org. Code: | 55022020229 |
| | Identification Number (FAIN) – Transit only: | | Vendor Number: | F591976292007 |
| Contract Number: | Federal Award Date: | | | |
| CFDA Number: N/A | Agency DUNS Number: | 80-939-7102 | | |
| CFDA Title: N/A | | | | |
| CSFA Number: 55.005 | | | | |
| CSFA Title: Seaport Grant Program | | | | |

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Ocean Highway and Port Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Fernandina's pier maintenance and improvements initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☒ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Additional Exhibit(s):

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*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through May 31, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. ☐ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.
9. **Project Cost:**

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- a. The estimated total cost of the Project is \$1,038,621. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$778,966 and, the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

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the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

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with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

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- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

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or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Ocean Highway and Port
Authority

By: _____

Name: Robert Sturgess

Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Authorized Official or James M. Knight, PE

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/19

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Port of Fernandina's existing pier structure requires rehabilitation and refurbishment of deteriorated and damaged components. A first set of project activities includes addressing items identified in a 2019 engineering condition report completed by the Port. A second set of activities includes berth maintenance dredging from -34 feet at Mean Low Water (MLW) to the authorized depth of -40 feet at MLW. This will allow the full utilization of the berth by vessels calling the port. A third set of activities involves the rehabilitation of the north pile-supported transition bridge and the reinforced concrete ramp that leads from the end of the bridge to the cargo yard.

B. Project Location (limits, city, county, map): Port of Fernandina, Fernandina Beach, FL

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project includes the environmental work, design work, and construction work required to complete the pier maintenance and development activities described in the Project Description, including: aids to navigation; apron improvements; asphalt paving activities; benthic studies; berthing area widening and deepening; bulkhead caps; cap faces repair or installation; cable protection systems; cap soffits repair or installation; cast in place concrete; cathodic protection; concrete beams; construction; construction inspection cost; construction management; construction services; consulting services; contractor stand-by; cost estimates; crack repairs; crane rail repair or installation; deck ballast; demobilization; demolition; engineering services; environmental assessments; fenders and bollards; form work; geotechnical services; grout filling; historical resource studies; jet probing; mitigation assessments; mobilization; panel soffits repair or installation; permitting; pilings; plan development (e.g., 30 / 60 / 90 / 100 % and as-builts); precast concrete; preconstruction engineering and design; procurement costs; rebar repair or installation; reconstruction of underdeck concrete; seagrass studies; sheet piling; stormwater management; structural components; surveying; temporary facilities; tie-back systems; and, turning basin widening and deepening.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

Project Location

Port of Fernandina-Fernandina Beach, FL-Nassau County



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

| Financial Management Number | Fund Type | FLAIR Category | State Fiscal Year | Object Code | CSFA/CFDA Number | CSFA/CFDA Title or Funding Source Description | Funding Amount |
|-----------------------------------|-----------|----------------|-------------------|-------------|------------------|---|--------------------|
| 438826-1-94-02 | GMR | 088794 | 2019 | 751000 | 55.005 | Seaport Grant Program | \$750,000 |
| 438826-1-94-02 | PORT | 088794 | 2019 | 751000 | 55.005 | Seaport Grant Program | \$28,966 |
| 438826-1-94-02 | LF | 088794 | 2019 | | | | \$259,655 |
| Total Financial Assistance | | | | | | | \$1,038,621 |

B. Estimate of Project Costs by Grant Phase:

| Phases* | State | Local | Federal | Totals | State % | Local % | Federal % |
|------------------------------------|------------------|------------------|------------|--------------------|---------|---------|-----------|
| Land Acquisition | \$0 | \$0 | \$0 | \$0 | 0.00 | 0.00 | 0.00 |
| Planning | \$0 | \$0 | \$0 | \$0 | 0.00 | 0.00 | 0.00 |
| Environmental/Design/Construction | \$778,966 | \$259,655 | \$0 | \$1,038,621 | 75.00 | 25.00 | 0.00 |
| Capital Equipment | \$0 | \$0 | \$0 | \$0 | 0.00 | 0.00 | 0.00 |
| Match to Direct Federal Funding | \$0 | \$0 | \$0 | \$0 | 0.00 | 0.00 | 0.00 |
| Mobility Management (Transit Only) | \$0 | \$0 | \$0 | \$0 | 0.00 | 0.00 | 0.00 |
| Totals | \$778,966 | \$259,655 | \$0 | \$1,038,621 | | | |

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Justin Ryan

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Form 725-000-02
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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Justin Ryan or FDOT District 2 Seaport Coordinator (email: justin.ryan@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Justin Ryan or FDOT District 2 Seaport Coordinator.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info:

Phone: (386) 758-3714, Fax: (386) 758-3707

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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NOTICE OF COMPLETION

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

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G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

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EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Seaport Grant Program
CSFA Number: 55.005
***Award Amount:** \$778,966

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA
RESOLUTION NO. 2019-R03

A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA TO CLARIFY DUE DATES FOR ANNUAL AND PERIODIC PAYMENTS AND NON-ACCRUAL OF INSURANCE OFFSETS UNDER THE CURRENT OPERATING AGREEMENT WITH NASSAU TERMINALS, INC. AND THE FULL PERFORMANCE OF ALL PAYMENT OBLIGATIONS UNDER THE PRIOR OPERATING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS the Ocean Highway and Port Authority, Nassau County, Florida (hereinafter OHPA) is and has been in contract with Nassau Terminals, Inc. under certain operating agreements;

WHEREAS certain ambiguities might exist in the past and former operating agreements regarding payment obligations, due dates for payments, and accrual of insurance offsets;

WHEREAS the parties to the operating agreements desire to further specify the obligations imposed upon one another by the operating agreements to avoid ambiguities and clarify their relationship;

WHEREAS Nassau Terminals, Inc., on behalf of its, successors, and assigns, agrees with, consents to, and agrees to be bound by the actions taken by OHPA via this resolution, as evidenced by its consent hereto set forth below.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS OF THE OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA THAT:

Section 1. All payment obligations between the parties to that certain Operating Contract between OHPA and Nassau Terminals, Inc. dated December 1, 1990, as amended, are fully satisfied and no further payments are due by either party under that contract nor does any party have any offsets or other rights related to that contract that carry over or survive beyond October 19, 2018, including any rights related to the repayment of the prior bonds issued by OHPA.

Section 2. Payment obligations under that certain Operating Agreement (hereinafter the Operating Agreement) between OHPA and Nassau Terminals, Inc. (hereinafter Operator) dated October 19, 2018 begin as of November 1, 2018.

Section 3. Operator's payment obligations under §§ 6.1, 6.4, and 6.5 of the Operating Agreement are payable in advance. Payments due under § 6.1 are due on October 1, January 1, April 1, and July 1. Payments due under §§ 6.4 and 6.5 are due on the first day of each month.

Section 4. As of the effective date of this Resolution, Nassau Terminals, Inc. owes a pro-rated payment under § 6.1 of the Operating Agreement for the period from November 1, 2018 through December 31, 2018 of \$42,644.93 as well as the payment due on January 1, 2019 of \$62,918.75. These payments shall be made no later than the closing of the anticipated bond issuance or April 30, 2019, whichever comes first. Thereafter, payments are due as set forth in § 3 of this Resolution and the Operating Agreement.

Section 5. As of the effective date of this Resolution, Nassau Terminals, Inc. owes \$30,000 under § 6.4 of the Operating Agreement. These payments shall be made no later than the closing of the

anticipated bond issuance or April 30, 2019, whichever comes first. Thereafter, payments are due as set forth in § 3 of this Resolution and the Operating Agreement.

Section 6. Under § 4.4 of the Operating Agreement, the Operator may only reimburse itself for the cost of insurance premiums with Facility Use Fees that would otherwise be payable to OHPA under the Operating Agreement. Operator does not have any other rights of offset or reimbursement for insurance premiums. If sufficient Facility Use Fees are not available in a fiscal year to reimburse Operator for all premiums paid during that fiscal year, then Operator may offset such premiums as can be offset based upon available Use Fees, however, such further reimbursement rights shall not carry over to a subsequent fiscal year nor shall reimbursement rights accumulate year over year.

Section 7. As part of its cooperation and support obligations in § 10.1 of the Operating Agreement, Operator will bear the cost of additional auditing required by grant procurement under the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General.

Section 8. This Resolution will become effective upon adoption.

RESOLVED FURTHER THAT the Ocean Highway and Port Authority, Nassau County, Florida hereby adopts the foregoing Resolution, dated this ____ day of _____, 2019.

OCEAN HIGHWAY AND PORT AUTHORITY,
NASSAU COUNTY, FLORIDA

Robert Sturgess, as its Chairman

ATTEST:

, as its Secretary

CONSENTED TO THIS __ DAY OF _____, 2019 BY:

NASSAU TERMINALS, INC.

, as its President

ADMINISTRATIVE OFFICE MANAGER'S REPORT

March 2019

Hours Worked – 80 Hours

- Attended and completed meeting minutes for the 3/6/19 Workshop and 3/13/19 Monthly Meeting
- Attended Ethics Training with City Attorney Tami Bach on 3/8/19
- Attended Joint Meeting with OHPA and City Commissioners on 3/26/19
- Prepared meeting materials and posted newspaper notification for 3/28/19 Special Meeting.
- Attended event with US Secretary of Commerce on 3/29/19.
- Preparation for 4/10/19 meeting (posted agendas at OHPA office, County Building), prepared Commissioner notebooks, meeting agenda and meeting packet posted to website.
- Scanned and index minutes, meeting materials from 3/13/19 posted to website
- All March invoices paid and entered into Quickbooks
- Quickbooks training webinar on 3/20/19
- Continue website review and clean up
- Responded to all emails
- Office and electronic files – continued organization

Public Records Request Received – 1 (see attached email from City Commissioner Chip Ross)

Away from the office – April 22 and 23

From: [Chip Ross](#)
Sent: Friday, March 29, 2019 12:01 PM
To: [ohpanc](#)
Cc: [Chip Ross](#); [Dale Martin](#); [Tammi Bach](#)
Subject: RE: OHPA - Public Records Request

29 March 2019

Please provide [electronic format]

1. Resolution increasing pay of Port Commissioners from \$1,000 to \$2,000 dollars.
2. Resolution approving the Port Master Plan [in 2016?]
3. Copy of the adopted Port Master Plan
4. Any correspondence with other the County, Port Council or any other government agency concerning the Port Master Plan [2015, 2016, 2017, 2018, 2019]
4. Any correspondence between OHPA representatives and City of Fernandina Beach concerning the Port Master Plan [2015, 2016, 2017, 2018]

Thanks

chip ross