

# OCEAN HIGHWAY & PORT AUTHORITY

NASSAU COUNTY

## AGENDA

Wednesday, January 9, 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 Hanna

Pledge of Allegiance – Commissioner Hanna

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)
- Comments (Requested items to be addressed, turned in prior to monthly meeting)

#### **1. Approval of Minutes**

- December 12, 2018 Regular Meeting

#### **2. Consent Items**

- Declare outdated office equipment as surplus for disposal

#### **4. Report by Pierre LaPorte**

- Financial Report – December 2018

#### **5. Report of Miriam Hill, Interim Legal Counsel**

- Attorney Report - December 2018

#### **6. Laura DiBella, Port Director**

- Seaport Master Plan Update
- Crane Delivery Update
- Discussion on the Marine Highway Designation

## **7. Port of Fernandina Report**

- Port Operations & Commercial Report

## **8. Unfinished Business**

- Adoption of Resolution 2019-1 - Department of Transportation Grant Agreement
- Discussion of Resolution 2015-3 – Creating Agenda Format and Rules of Order
- Hiring of Non-Interim Port Attorney: Miriam Hill or Jeb Branham

## **9. New Business**

- Proposal for Workshop regarding City of Fernandina Beach PAB Port Elements
- Discussion of making a video or audio recording of general meetings available to the public

### ***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**

## **Ocean Highway & Port Authority**

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

### Monthly Meeting Minutes

December 12, 2018

The Ocean Highway and Port Authority of Nassau County held its regular Monthly Meeting on Wednesday, December 12, 2018 in the Commissioners Chambers at the James Page Government Complex, 96135 Nassau Place, Yulee, Florida.

The meeting was called to order at 6:00 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. All Commissioners were present. Also in attendance was Ms. Laura DiBella, Port Director, Mr. Pierre LaPorte, Port Accountant, Mr. Chris Ragucci, Port Operator, and Ms. Barbara Amergian, Administrative Office Manager.

Commissioner Fullwood informed the Board that Former OHPA Commissioner Junior Boatright passed away on December 12<sup>th</sup>.

Chairman Sturgess recognized City Commissioner Chip Ross, 210 N. 3<sup>rd</sup> Street, Fernandina Beach, to speak. Commissioner Ross offered to the Board the opportunity to participate in a Workshop, which would be scheduled in early February, 2019, to open up the dialogue with the City of Fernandina Beach and to review the City's Comprehensive Plan. This would be an opportunity for OHPA to discuss any concerns about the planning board's recommendations for the City to adopt the comprehensive plan element. The Board concurred this was an acceptable plan and City Commissioner Ross indicated he would bring it up at the City Commissioner's meeting on Tuesday, December 18, 2018.

City Commissioner Ross' second issue was the Port Council Report. He is preparing to discuss Worldwide Terminals' most recent Port Council Report at the City Commissioner's meeting on Tuesday, December 18, 2018 and he suggested that there be an OHPA representative there. Laura DiBella, Port Director, indicated that she is prepared to attend the meeting to address any concerns or questions. Chris Ragucci, Port Director, told the Board that the figures in this report were aspirational.

Commissioner Fullwood asked City Commissioner Ross if the City had requested that he ask for a workshop with the City. Mr. Ross said no, that he is acting as the Liaison between the City and the OHPA but he asking for himself and will bring the information back to the City Council.

**Commissioner Fullwood made the Motion to accept the November 14, 2018 Monthly Meeting minutes with corrections. Commissioner Hanna seconded. Motion passed unanimously.**

**Commissioner Fullwood made the Motion to accept the November 20, 2018 Special Meeting Minutes. Commissioner Franklin seconded the motion. Motion passed unanimously.**

Discussion regarding the Meeting Minutes. Commissioner Franklin pointed out that, in the November 14, 2018 meeting minutes, "Attorney Salary Line" should be changed to "Attorney Budget" as a salary indicates an employee of the OHPA. This would not affect the compensation of the Attorney. Additionally, the Commissioners list at the top of the page needed to be changed and the Chairman signing the Minutes should be changed from Adam Salzburg to Robert H. Sturgess.

There was discussion regarding the clarification on having the Board Chairman making a motion or seconding a motion. Chairman Sturgess consulted Page 487 of Robert's Rules of Order; and as a Small Board, the OHPA Chairman is allowed to make a motion. Ms. Hill pointed out that the Board adopted the Rules of Civility in 2015 and the full, more formal, Robert's Rules of Order were adopted. Chairman Sturgess pointed out that the Small Board rules were included in the Robert's Rules of Order.

Consent items were addressed.

- Liebherr Invoice DAR 15003173 for \$932,839.20 was paid via wire transfer from BB&T on Tuesday, December 11, 2018.
- Ms. Amergian requested approval for additional cyber security and expanded cloud storage space for the OHPA tablet. She was informed that these do not need be consent items.
- Ms. Amergian will provide a list of the outdated office equipment and ask the Board at the January meeting to have the items declared surplus in order to dispose of the items appropriately.

Chairman Sturgess recognized Mr. Pierre LaPorte, Port Accountant. Mr. LaPorte presented the November 2018 Financial Report. The largest revenue received in November was the annual fee from Worldwide Terminals. Expenses included invoices from October as OHPA was waiting for the revenue from Worldwide Terminals before paying these invoices. Commissioner Franklin asked for clarification on the Commissioner's salary increase. Mr. LaPorte explained there was a proration for the month of October and the new Commissioners received a prorated rate due to coming onto the Board as of November 19, 2018.

Custom House incurred the normal expenses and included the \$2,600 for the Trim All work done in September, 2018.

The Fender Project is complete and all reimbursements from FDOT have been received. The \$932,839.20 wire transfer was done on Tuesday, December 11, 2018 for the second crane payment. Reimbursements from FDOT will need to be coordinated so the bridge loan can be paid down promptly.

Mr. LaPorte also informed the Board that the Quickbooks Online conversion had been completed.

Mr. LaPorte informed the Board that the auditors, Mauldin and Jenkins, are scheduled for the week of February 4, 2019 to do the annual audit. Mr. LaPorte will inform the Commissioners if their input will be needed. If any Commissioners would like to meet with them in private, they should contact Mr. LaPorte to schedule a time.

Commissioner Fullwood asked if the Economic Development fee had been paid. Ms. Amergion will follow up with Ms. DiBella on the invoice.

Chairman Sturgess recognized Ms. Miriam Hill, Interim Port Attorney. Ms. Hill commented that the Sunshine Law manuals had been distributed to all the Commissioners and the importance of the Board to have their manuals for reference. Commissioner Fullwood asked if there was any guidance for special districts. Ms. Hill said the Sunshine Laws apply to all meetings of the public body. Commissioner Fullwood is working with County Financial Director, Mr. Crawford, to set up a Sunshine Law educational session where all newly elected Commissioners and public people can attend. Additionally, an orientation for city commissioners has been scheduled for January 2, 2019 and will be conducted by City Attorney Tammi Bock. Ms. Hill thought it would be a good idea for the OHPA Commissioners to attend the January 2, 2019 session if possible.

Ms. Hill also reported on the transfer of files from former Port Attorney Clyde Davis. OHPA received a total of nine boxes with no loss of any information. Ideally the files should be electronically scanned after unnecessary information is culled. Chairman Sturgess suggested once the permanent attorney is hired, then the files should be inventoried, reviewed, and scanned.

Ms. Hill also suggested that the Commissioners consider using electronic tablets for the meetings in the future. Chairman Sturgess told the Board that they should all think about using tablets and again, once we have a permanent attorney hired, they can help organize and set up that process.

Ms. Hill reviewed the Memorandum of Law that she distributed that discussed the definition of an Agency under Chapter 287 Florida Statutes and applicability of Chapter 255 Florida Statutes to the Port Authority. Chairman Sturgess had asked Ms. Hill for clarification on whether OHPA was an Agency of the Executive Branch or a Special District. This all stemmed from whether or not an RFP would have been necessary during contract negotiations with WTF.

Ms. Hill also provided the Commissioners with Robert's Rules of Order summary sheet for them to keep in their binders, along with a copy of the OHPA Charter and the Resolution 2015-3 which states the Rules of Civility for meetings.

Ms. Hill also suggested that she assist the Board in adopting By Laws for governing meetings. Chairman Sturgess concurred and that would be something else that would be on the new port attorney's task list.

Ms. Hill asked for feedback from the Commissioners on her November Attorney's Report. Commissioner Fullwood asked how she came up with her billing total. Commissioner Fullwood was concerned with the cost of her services for less than a month, given the fiscal year budgeted amount of \$30,000 for the Port Attorney. Chairman Sturgess addressed the block billing method (several tasks lumped into one block of time) Ms. Hill used and would like to see, in the future, a 6-minute incremental billing system with every task listed separately. He also stated that OHPA needed to avoid paying the new attorney for educating themselves. Chairman Sturgess also asked that, in the future, if he requests something from Ms. Hill that she feels will take more than .50 hour of her time, that she ask him to give her the request in writing; also use line item billing, and at her discretion, do not bill for educating herself on issues she may be unfamiliar with.

Commissioner Cole asked for clarification on the two different hourly rates Ms. Hill used in her billing – 8 hours at \$225, and some hours at \$275. Ms. Hill explained that in the past, the Board had expressed that legal charges were excessive, so she tried to provide in the engagement proposal an initial 8 hours at a discount. Commissioner Cole asked about the attorney line item on the financial report in the amount \$7,875. Mr. LaPorte explained that was an invoice from Mr. Davis, the former Port Attorney. There is also an invoice for November from Mr. Davis in the amount of \$7,000. We have already spent \$20,000 in legal fees for this fiscal year.

Commissioner Fullwood asked about the inclusion of the Charter in the Commissioner's Board notebooks. The one included in the notebooks was provided from the website. Commissioner Fullwood would double check to be sure this was the most updated version of the Charter.

Chairman Sturgess recognized Laura DiBella, Port Director, to present her report.

The Army Corp of Engineers informed Ms. DiBella that the written request that OHPA did to follow up the verbal request needed more information to support the letter – they need the navigational requirements based on ship depth and frequency. She will work with Chris Ragucci to get that information to Ms. Amergian.

Ms. DiBella reported that the lighting situation at the Port is dire and a security issue. There is some paperwork that needs to be signed and a Resolution drafted to access the awarded funds of \$155,000. Her goal is to have everything ready for the January meeting so the lighting upgrades can be done.

Regarding the Seaport Mission Plan: Ms. DiBella will attend the City Commissioners Meeting on Tuesday, December 18, 2018 to address any questions that may arise as City Commissioner Ross plans on discussing it at the meeting.

Meeting with US DOT (MARAD): Ms. DiBella reported they continue to have a good relationship with MARAD and she and Mr. Ragucci meet with them on a quarterly basis.

FDOT and Crane Updated: The crane delivery is anticipated at the end of January, 2019. Reimbursements should start soon from FDOT. In regards to the TranSystems work, she is still trying to locate the As Built plans for the extension built in 1990 to determine that the 200' extension is safe for the crane. City Commissioner Ross offered that the City has a copy of the plans. Ms. DiBella will follow up with a Public Records Request.

Ms. DiBella reported on the need to draft a letter to the Chair of FSTED as there are left over funds from the Fender Project. FTSED and FDOT asked that the money be moved over the Pier Maintenance and Improvement Contract that is still outstanding. Ms. DiBella will work with Ms. Amergian to draft the letter – the leftover funds equal approximately \$29,000.

Ms. DiBella reported that she had lunch with a potential long-term container line port client today. She will keep everyone posted on any developments.

On the Economic Development side, Ms. DiBella reported that the Crawford Diamond Industrial Park decision is still pending. The Board of County Commissioners voted on a grant for infrastructure for the site on Tuesday and waiting for the results of the vote. Commissioner Fullwood asked for a time frame for the answer from the DEO, Ms. DiBella thought it would be by the end of the year.

She provided some background on this situation: there was the opportunity to capture money for the infrastructure for the Crawford Diamond site mega site but has lack of waste water infrastructure for industrial grade activity. The grant would hope to cover water, sewer, gas, and two rail spurs to the site as it is served by two rail lines, CSX and Norfolk Southern. The award was for \$17,400,000, it had strings attached – a job requirement of 3,500 jobs over 15 years and the sticking point was if deliverables were not met, there was “claw back” in place. The County Commissioners voted in favor (4 out of 5) with conditions and she is not certain the DEO will approve these conditions. If not approved, the award will be withdrawn. Commissioner Fullwood asked if the deliverables were only in the form of jobs – she replied yes and the jobs encompass a very wide area. The water supply was to be done by the town of Callahan with the first customer as water and waste water volumes are low enough to be supported by the town. Issues were expansion, all other groups need industrial grade waste water treatment. There was uncertainty surrounding how that would be accomplished. The town of Callahan would be able to cover the cost of the water and sewer line expansion with monies from the grant. Commissioner Fullwood mentioned that there is also an agreement with OHPA and the Town of Callahan to do a bond issue to help with the expansion.

Chairman Sturgess recognized Chris Ragucci, Port Director. Mr. Ragucci welcomed the two new commissioners to the meeting. Mr. Ragucci reviewed his November tonnage report. Overall, November total tons are up from October although October was a slower month. KLB was up, containers and railcars were down. The Port should surpass tonnage last year by a slim margin. Commissioner Fullwood asked the noise from the trucks with the resident who had complained. Ms. DiBella said that it has been a month since she had received any complaints.

Mr. Ragucci said they would like to put in a request for Florida Ports Council for funding for a Master Plan, which will require a match. There is some procurement that would be necessary –

OHPA would need to issue a request for qualifications from qualified engineers and consultants. Mr. Ragucci stated that he is looking for comprehensive input and all potential impacts addressed in an appropriate way, and looking for a January, 2019 start date.

He reported on the suggestion made by Chairman Sturgess and had Hardee Cavanaugh contact the Army Corp of Engineers to request the steps needed to being a channel maintenance project. A high spot in the channel has been improved but there is a sense of urgency to bring the full 36' depth back to the channel. Berths depths are being addressed.

Mr. Ragucci reported to the Board that WTF is exploring the possibility of a bond issue to refinance Worldwide Terminals debt and supply funds for capital improvement projects at the Port. UBS Securities is their advisory on future bond issues, and would be the underwriter in the event of a bond issue. He brought to the Board's attention, though not legal advice, that OHPA could retain a separate financial advisor and potentially want to obtain outside (legal) bond council on being a conduit. OHPA has an ongoing relationship with RBC (Royal Bank of Canada) to answer questions on Bond Issues. OHPA is a conduit issuer, meaning that OHPA could be used as a "pass through" to so that the funds can be tax free or somewhat tax exempt; OHPA is not liable for the bond and OHPA may charge a fee and perhaps some portion of each payment. This could be a new revenue stream for OHPA.

Mr. Ragucci requested that Chairman Sturgess consider and draft a letter expressing an interest in being the conduit issuer for the bond issue. Mr. LaPorte added that RBC has given OHPA information on being the conduit issuer in the past. RBC could continue to be the financial advisor to evaluate the economics and outside bond counsel would need to be retained to review the bond documents. Chairman Sturgess asked if there were any objections to him sending such a letter.

Chairman Sturgess asked Ms. Hill if there was need for a motion to be passed to authorize a him to sign a letter that states OHPA willing to be a conduit issuer subject to terms and conditions and subject to advice of counsel or an advisor. She said if the letter only says the above, then it would be fine. If there is more content to be added, then it is not appropriate for a motion.

Commissioner Fullwood asked for Ms. Hill's opinion as the interim port attorney. Ms. Hill asked Mr. Ragucci what the collateral would be for the bond and he stated that they were not at that point yet but it could potentially be the cash flow of WTF. Mr. LaPorte stated that there would be no guarantee of the port property, which is owned by the OPHA, because that would infer some liability to the issuer.

Ms. Hill asked what the use of funds would be and Mr. Ragucci said restructuring debt and for capital improvements of the facility; when the offering memorandum is complete, it would be very specific. Ms. Hill stated that she would like to see some basic description of what Mr. Ragucci is describing in writing so the letter would be in support of these items. Mr. Ragucci reiterated that this letter is just expressing interest in being the conduit issuer. Ms. Hill stated that this should have been posted on the agenda. Chairman Sturgess said this was a letter to express an interest in being the conduit issuer. Ms. Hill said that if there was a vote, this would be taking an action.



**Commissioner Cole made a motion to authorize Chairman Sturgess to draft a letter expressing interest in being the conduit issuer. Motion seconded by Commissioner Hanna. Motion passes 3 votes to 2. Commissioner Fullwood and Commissioner Franklin opposed the motion.**

Commissioner Fullwood asked Ms. Hill if this motion was in legal bounds. Ms. Hill stated that if a letter was to be prepared and would be presented for public viewing seven days before the January meeting, then this was within the parameters set in the OHPA rules of procedure. Ms. Hill also said that she has heard in the past that the Board would like to see documents seven days prior to the meeting so that the Board and the public can review before the meetings. She also advised the Board to put the burden back to Mr. Ragucci to present the draft letter, even in general terms, that the public can view. Mr. Ragucci said he would be happy to write it but it should be done by Chairman Sturgess and for Ms. Hill to review. Chairman Sturgess said there were no risks to doing this letter. Ms. Hill reviewed the resolution that specifically states that any items brought to the Board for deliberation has to be published seven days in advanced. All Commissioners agreed that the letter should be drafted but because of the timing and need to publish the letter caused dissention in the vote.

Chairman Sturgess asked Mr. Ragucci what his feeling was on the City's Planning Advisory Board report. Mr. Ragucci generally is concerned that the city's planning document goes beyond a legal authority and would constrain the port in terms of how it may operate in a way that would usurp OHPA's legal authority and would not be sustainable. However, if it is a question of doing the best to mitigate the quality of life downtown, he would be in favor of that.

Old Business was addressed:

**Commissioner Fullwood made the motion to accept Resolution 2018-09 – A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA EXPANDING SCOPE OF WORK AND PROVIDING AN EFFECTIVE DATE. Motion seconded by Commissioner Hanna. Motion to adopt passed unanimously.**

**Commissioner Cole made the motion to accept Resolution 2018-10 - A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA, APPOINTING OFFICERS APPOINTING COMMITTEES, AND APPOINTING REGISTERED AGENT AND PROVIDING FOR AN EFFECTIVE DATE. Motion seconded by Commissioner Fullwood. Motion to adopt passed unanimously.**

Chairman Sturgess introduced Jeb Branham, candidate for Port Attorney. Mr. Branham has experience in serving as the attorney for the town of Callahan 15 years, and the town of Baldwin for 14 years; he has also represented the town of Hilliard in litigation, and special magistrate for city of Atlantic Beach. Mr. Branham stated that he wants to help the OHPA accomplish their goals without violating any laws. He presented a sample retainer for the Commissioners to review. He proposed a hybrid fixed fee through the end of this fiscal year, then one-year terms with 90-day termination provisions. His fee would be a flat fee of \$1,900 a month (up to 14 hours a month) which includes two scheduled meetings. Beyond 14 hours or other litigation outside the retainer, his fee would \$200 hour. Beyond two meetings, his fee would be \$250 a meeting.

He does not charge for travel and is comfortable with task billing. Commissioner Cole asked about his residence and he resides in Jacksonville Beach. Commissioner Franklin informed the Board that he has heard excellent feedback from the people he spoke with in Callahan.

Update on the search for the Port Attorney. Chairman Sturgess has spoken to a few other interested people but they haven't asked for their name to be thrown in yet. OHPA has re-run the advertisement in the local paper, as well as posting in the Law Newsletter. Additionally, Chairman Sturgess has called around to firms and attorneys in Nassau County and Jacksonville and he knows the word is out, the Government Law section of the Florida Bar website has the information.

#### Committee Reports:

Port Security – Commissioner Fullwood – there has been no meeting. He will contact Jeff Singer over at Worldwide Terminals to find out when the next meeting will be scheduled.

Customs House – Commissioner Franklin – fumigation at the Customs House will start on January 18, 2019. Landscaping will need to be cleaned up once the tent has been removed. He discussed the water bill for this month, which had increased from last month. Ms. Amergian will contact Mrs. Raysor to confirm that she will be giving up the cleaning contract. No RFP will be required in order to pursue a new cleaning service.

Economic Development – Commissioner Fullwood – nothing to add to Ms. DiBella's report

Emergency Management – Commissioner Franklin - nothing to report.

Technical Coordinating Committee – Commissioner Hanna – attended the November meeting. There was nothing to report that concerned OHPA.

TPO – Commissioner Cole – He will be meeting with the Director at 8:30 am on December 13<sup>th</sup> for a tour and then the regular meeting will follow. He will report in January.

Chamber East Side – Chairman Sturgess - Luncheon to be held on December 13<sup>th</sup>. He will attend.

Chamber West Side – Commissioner Cole - Parade was rained out. He will also attend the luncheon on December 13<sup>th</sup>.

Commissioner Cole asked Mr. Ragucci about touring the Port. A tour has been scheduled for Tuesday, December 18<sup>th</sup> at 11 AM. Commissioner Cole, Commissioner Hanna, and Ms. Amergian would attend.

Next Meeting will be held on Wednesday, January 9, 2019 at 6:00 PM.

Meeting adjourned at 8:40 PM.

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Robert H. Sturgess  
Chairman

**OHPA**

**Unused Office Equipment to be Declared as Surplus**

**January, 2019**

HP Officejet 6300 All-In-One Printer and three associated printer cartridges  
S/N CN791FW328 Model Q8071A

TASCAM CD Rewritable Recorder  
No S/N available

**SEAPORT MISSION PLAN  
2018-19 QUESTIONNAIRE**

**Due Date: November 16, 2018      Submit to [casey.grigsby@flaports.org](mailto:casey.grigsby@flaports.org)**

Please complete this questionnaire for the annual Seaport Mission Plan update with your FY 2017-18 actual throughput data, your 2018-19 through 2022-23 CIP, and other information.

- Use NA for any sections that do not apply to your port. If your year-end actuals are not yet available, submit best estimates.
- Additional input may now be required from your planning, environmental, safety, security and/or community relations staff.
- As this may take additional time, we ask that you coordinate early with various departments to help meet our legislative deadline.

<b>Port Name (formal)</b>	Ocean Highway & Port Authority of Nassau County	<b>Port Name (brand)</b>	Port of Fernandina
<b>Person to Contact</b>	Laura DiBella	<b>Phone</b>	561.756.3132
<b>Email</b>	<a href="mailto:Laura@NassauFlorida.com">Laura@NassauFlorida.com</a>	<b>Web Address</b>	www.portoffernandina.com

List your port's top three accomplishments over the last 5 years.
1. Successfully transitioned port operations from Kinder Morgan to Worldwide Terminals Fernandina in February 2018.
2. Worldwide Terminals matched 2017 cargo volume at the Port within its first six months of operation and is projected to increase year end by 35%.
3. Awarded grants from the state in excess of \$2 million for a new mobile harbor crane and lighting upgrades to the facility.
Provide a link to your most recent strategic plan.

**CIP**

- Attach your **latest approved CIP (FY 2018/19–FY 2022/23)** showing your projects.
- Please include all planned roll-overs and updates as of December 1, 2017 to ensure accuracy and facilitate compilation of the Mission Plan.
- Also summarize ALL of your projects by type as indicated in the following table:

<b>Project Type</b>	<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>
	<b>\$000\$000</b>	<b>\$000</b>	<b>\$000</b>	<b>\$000</b>	<b>\$000</b>
<b>Cargo terminals</b> (including upgrades, new berths, and equipment)	500,000	1,500,000	2,500,000	10,000,000	3,000,000
<b>Channel or harbor deepening</b> (including spoil sites)	250,000	250,000	250,000	250,000	250,000
<b>Berth rehabilitation and repair</b>	150,000	150,000	150,000	150,000	150,000
<b>Cruise terminals</b>	0	0	0	0	0
<b>Miscellaneous projects</b> (such as research, environmental, equipment, repairs, fees)	50,000	50,000	50,000	50,000	50,000
<b>Intermodal road and rail</b>					
<b>Site improvements</b> (excluding spoil sites)	2,500,000	1,150,000	3,000,000	1,000,000	1,000,000
<b>Land acquisition</b>	2,000,000	1,000,000	500,000	500,000	500,000
<b>Other structures</b>	400,000	400,000	250,000	250,000	250,000
<b>Security</b>	200,000	200,000	200,000	200,000	200,000
<b>Total</b>	<b>6,050,000</b>	<b>4,700,000</b>	<b>6,900,000</b>	<b>12,400,000</b>	<b>5,400,000</b>

**SEAPORT MISSION PLAN  
2018-19 QUESTIONNAIRE**

Identify your port's top three capital projects by project name (for the five-year planning horizon).

1. Berth deepening
2. 1000' Pier extension
3. 500,000sf on-dock warehouse

**CARGO ACTIVITIES**

What is your **current cargo throughput**? Include all cargo loaded on or offloaded from vessels at all terminals, public and private, but exclude bunkering, water sales, and intermodal cargo not carried by water.

	<b>Actual FY 2017/18</b> (in tons except where noted)			
<b>Cargo Type</b>	<b>Imports</b>	<b>Exports</b>	<b>Domestic (coastwise)</b>	<b>Total</b>
<b>Dry bulk</b>	12,000	0	0	12,000
<b>Liquid bulk</b>	0	0	0	0
<b>Break bulk</b> (including ro/ro and project cargo)	5,000	200,000	0	205,000
<b>Container cargo</b>	10,000	50,000	0	60,000
<b>Total (tons)</b>	27,000	250,000	0	277,000
<b>TEUs</b>	4,000	4,000	0	8,000

What is your **projected annual cargo throughput by FY 2022/23**? If you have detailed projections, please provide them in the table below; if not, just provide the totals.

	<b>FY 2022/23 Cargo Forecast</b> (in tons except where noted)			
<b>Cargo Type</b>	<b>Imports</b>	<b>Exports</b>	<b>Domestic</b>	<b>Total</b>
<b>Dry bulk</b>	100,000	100,000	0	200,000
<b>Liquid bulk</b>	0	125,000	0	125,000
<b>Break bulk</b> (including ro/ro and project cargo)	300,000	600,000	0	900,000
<b>General cargo</b>	100,000	100,000	0	200,000
<b>Total (tons)</b>	500,000	925,000	0	1,425,000
<b>TEUs</b>	50,000	50,000		<b>100,000</b>

### CRUISE ACTIVITIES

How many **revenue passengers** quantified by **multi-day** and **one-day**, did your port carry in FY 2017/2018?  
What are your projections for 2022/23?

Cruise Activities		
Number of revenue passengers	FY 2017/18	FY 2022/23 Projections
<b>One-day</b> (including passenger ferries, casino/gambling cruises, and day cruises, but excluding car ferries and harbor tours)	N/A	N/A
<b>Multi-day</b> (including port-of-call and homeported cruises)	N/A	N/A
<b>Total revenue passengers</b>	N/A	N/A
<b>Number of ship calls</b>	N/A	N/A
<b>Number of homeporting ships</b> (excluding passenger ferries, casino/gambling cruises, day cruises, car ferries and harbor tours)	N/A	N/A

### TOP TRADING PARTNERS AND COMMODITIES

Please list your top five international trading partners (countries) and top five commodities.

IMPORTS			
Top International Trading Partners by Value		Top Commodities by Value	
1.	Europe	1.	Lumber
2.	Asia	2.	Wood pulp
3.	South America	3.	Oats
4.	Dominican Republic	4.	
5.	Bermuda	5.	

EXPORTS			
Top International Trading Partners by Value		Top Commodities by Value	
1.	South America	1.	KLB
2.	Dominican Republic	2.	Lumber
3.	Bermuda	3.	Steel
4.	Africa	4.	Beneficial Lignin Products
5.	Asia	5.	Machinery

## ENVIRONMENTAL CHALLENGES AND BENEFITS

What your port's top three environmental challenges.

1. Sea level rise
2. Subsidence of improved areas
3. Traffic congestion

List your port's top three environmental accomplishments over the last 5 years.

1. No negative environmental impacts/incidents
2. Proactively researching reducing truck traffic to the port
3. Formulating long term master plan/capital improvement plan with emphasis on impacts to environment

What can be done at the local or state level to improve your port's ability to protect and preserve ecosystems?

Enhanced road access, grants

What can be done at the federal level to improve your port's ability to protect and preserve ecosystems?

Enhanced road access, grants



## COMMUNITY OUTREACH AND PRIORITIES

Describe one or two of your port initiatives or ongoing activities that help protect local communities (ex. hurricane preparedness, power resilience, contingency plans, and hazardous goods management).

Port stands ready in the event of an emergency to support any and all functions related to disaster recovery.

What is your port doing to ensure that its growth and activities reflect community priorities? List 2-3 outreach strategies or activities.

Regularly scheduled joint meetings between Port Authority and City Commissioners. Port Director also serves as Executive Director of Economic Development for the County which aligns job creation with port activity, further enhancing the tax base.

Briefly describe your port's dedicated or designated areas for traditional community uses (fishing, watersports, water-based recreation, etc.), parks, or waterfront entertainment.

n/a

List your port's top three goals for the next five years. This can include and is not limited to expanding cruise markets, special cargoes, industry cluster, or new markets you are targeting.

1. Increase containerized cargo

2. Diversify breakbulk commodities

3. Explore additional revenue streams to Port Authority

**Due Date: November 16, 2018**

**Submit to [casey.grigsby@flaports.org](mailto:casey.grigsby@flaports.org)**

Please help us make our legislative deadline by observing this due date.

For clarifications, contact Casey Grigsby at

Office: 850-222-8028

Cell: 352-210-0121 or [Casey.Grigsby@FlaPorts.org](mailto:Casey.Grigsby@FlaPorts.org)

## Seaport Mission Plan

### 2018-19 Questionnaire

**Due Date 16 November 2018**

#### **DRY BULK IN TONS**

	<b>IMPORTS</b>	<b>EXPORTS</b>	<b>TOTAL</b>
<b>Current</b>	<b>12,000</b>	<b>0</b>	<b>12,000</b>
<b>Forecast 1 [5 YEARS]</b>	<b>100,000</b>	<b>100,000</b>	<b>200,000</b>
<b>Revised Forecast</b>			

#### **LIQUID BULK IN TONS**

	<b>IMPORTS</b>	<b>EXPORTS</b>	<b>TOTAL</b>
<b>Current</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Forecast 1 [5 YEARS]</b>		<b>125,000</b>	<b>125,000</b>
<b>Revised Forecast</b>			

#### **BREAK BULK IN TONS**

	<b>IMPORTS</b>	<b>EXPORTS</b>	<b>TOTAL</b>
<b>Current</b>	<b>5,000</b>	<b>200,000</b>	<b>205,000</b>
<b>Forecast 1 [5YEARS]</b>	<b>300,000</b>	<b>600,000</b>	<b>900,000</b>
<b>Revised Forecast</b>			

**TEU'S**

	<b>IMPORTS</b>	<b>EXPORTS</b>	<b>TOTAL</b>
<b>Current</b>	<b>4,000</b>	<b>4,000</b>	<b>8,000</b>
<b>Forecast 1 [5 YEARS]</b>	<b>50,000</b>	<b>50,000</b>	<b>100,000</b>
<b>Revised Forecast</b>			

**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:**

**WHEREAS:** The Ocean, Highway, and Port Authority (“Authority”) is an independent, special district created and chartered under the laws of the State of Florida at Chapter 2005-293, as authorized by F.S. Ch. 189;

**WHEREAS:** The Authority recognizes that there is an urgent need for lighting upgrades at the Port of Fernandina;

**WHEREAS:** The State of Florida Department of Transportation (“FDOT”) has awarded the Authority a Public Transportation Grant in the amount of \$155,553 for lighting upgrades at the Port of Fernandina, as more particularly described in the State of Florida Department of Transportation Grant Agreement attached hereto as Exhibit A (the “Grant Agreement”);

**WHEREAS:** The Grant Agreement includes a local match of \$51,851;

**WHEREAS:** Worldwide Terminals Fernandina, LLC has committed to provide funding for the local match of \$51,851 as provided in a letter dated December \_\_, 2018, attached hereto as Exhibit B;

**WHEREAS:** The foregoing is consistent with the public purpose of Authority; and

**WHEREAS:** The foregoing is consistent with the 2018-2019 Budget as previously adopted and approved.

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

1. The Ocean, Highway and Port Authority, Nassau County, Florida, adopts and ratifies the Grant Agreement in Exhibit A, which is incorporated herein and made a part hereof by this reference; and

2. The Grant Agreement shall be effective as of the date of adoption by FDOT.

**RESOLVED, FURTHER THAT:** The Ocean Highway and Port Authority hereby adopts the foregoing Resolution, dated this \_\_\_\_ day of January, 2019.

**OCEAN HIGHWAY AND PORT AUTHORITY,  
NASSAU COUNTY**

BY: \_\_\_\_\_  
ROBERT STURGESS, ITS CHAIRMAN

**ATTEST:**

BY: \_\_\_\_\_  
CARROL FRANKLIN, ITS SECRETARY

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 444933-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215	FLAIR Category: 088794 Object Code: 751000 Org. Code: 55022020229 Vendor Number: F591976292004
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency DUNS Number: 124771945		
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 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) 311.12(6), 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 construction of lighting upgrades at Port of Fernandina, 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 09/18

\*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 February 28, 2022. 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:**

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- a. The estimated total cost of the Project is \$207,404. 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 \$155,553, and, additionally 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:

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.



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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 09/18

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.

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 09/18

- 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

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 09/18

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

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 09/18

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:

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- 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

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 09/18

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](mailto: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](mailto: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,

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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](mailto: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

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 09/18

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](mailto: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](mailto: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](mailto: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.



**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- 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.

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 09/18

- 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."

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 09/18

- 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

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 09/18

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).

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- 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

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

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

Name: \_\_\_\_\_

Name: Authorized Official or James M. Knight, PE

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

Title: Urban Planning and Modal Administrator

Legal Review: \_\_\_\_\_

\_\_\_\_\_

## 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)): Seaport Security Grant Program. The project includes the upgrade of lighting at Port of Fernandina. Lighting upgrades will involve both the port grounds and warehouse facilities where currently outdated, energy consuming and irreparable light fixtures and poles would be replaced with brand new and advanced LED light fixtures. The lighting enhancements will lessen the vulnerability of the seaport's boundaries from a homeland security standpoint, while allowing for overall better visibility for screening of cargo, transfer of cargo and storing of cargo, in addition to, improving safety of the employees therein. This Agreement provides Department funding for construction of lighting upgrades, \$155,553.00 dollars' worth of work. The total cost for the construction phase of the project is approximately \$427,578.00 dollars.

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

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by section 215.971, F.S., this project includes the construction work required to complete the activities described in the Project Description, including: light fixture installation; light fixtures; light wiring components; and, removal of existing fixtures.

**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 unallowable costs.

**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.

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

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 11/18

**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
444933-1-94-01	DPTO	088794	2019	751000	55.005	Seaport Grant Program	\$155,553
444933-1	LF		2019				\$51,851
<b>Total Financial Assistance</b>							<b>\$207,404</b>

**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	\$155,553	\$51,851	\$0	\$207,404	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
<b>Totals</b>	<b>\$155,553</b>	<b>\$51,851</b>	<b>\$0</b>	<b>\$207,404</b>			

\*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

**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 (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.



**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

- 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 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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 11/18

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,

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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 from "Not Applicable" (insert restrict hours of operation), "Not Applicable" (insert days of the week for restricted operation), unless otherwise approved by the Operations Engineer, or designee.
- 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.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

**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: \_\_\_\_\_

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 11/18

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

**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.

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 11/18

- 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.

-- End of Exhibit E --



**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/](http://www.myfloridacfo.com/aadir/reference_guide/).

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 11/18

**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:** \$155,553

\*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>

**RESOLUTION NUMBER 2015-3**

**A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA, ESTABLISHING CIVILITY AS THE STANDARD FOR ALL PUBLIC DISCOURSE AND PUBLIC MEETINGS; DECLARING THE YEAR 2015 AS “THE YEAR OF CIVILITY IN PUBLIC DISCOURSE”; ESTABLISHING A STANDARD AGENDA FOR THE CONDUCT OF PUBLIC BUSINESS AT PUBLIC MEETINGS, ADOPTING ROBERTS RULES OF ORDER AS THE MINIMUM STANDARD FOR THE CONDUCT OF PUBLIC MEETINGS, AND HAVING AN EFFECTIVE DATE:**

**WHEREAS:** The Ocean, Highway, and Port Authority [AUTHORITY] is an independent, special district of the State of Florida, created and chartered under the laws of the State of Florida at Chapter 2005-293, as authorized by F.S. Ch. 189; and

**WHEREAS:** The obligation of AUTHORITY is to provide a forum and format for the orderly conduct of the public's business, with full, complete, and timely access of the public for input; and

**WHEREAS:** Freedom of Speech, Protection of Individual Rights, and Respect for Civil Law are the cornerstones of our system of representative government; and

**WHEREAS:** Disagreement does not require acrimony and discord; nor should civility and mutual respect be sacrificed on the alter of competing views or opposite interests. In the interest of sound policy and reflective deliberation, we are admonished to:

A. Listen with open ears, open hearts, and open minds to the voices of others;

B Speak with civility, courtesy, and respect for all who hear our words, especially those with whom we disagree; and

C. Whenever possible, to provide substantiating authority and a factual basis for the representations made on the topics which may be brought before the AUTHORITY; and

**WHEREAS:** In order to facilitate this process, it is appropriate that the AUTHORITY designate the year 2015 as the Year of Civility in Public Discourse, adopt a “standard” agenda for the conduct of business, and a standard rule of order for its meetings; and

**WHEREAS,** The AUTHORITY desires to establish such a written policy for all of its members and staff as well as those who come before the AUTHORITY in the conduct of its business;

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

1. **YEAR OF CIVILITY IN PUBLIC DISCOURSE:** The year 2015 is designated as the “Year of Civility in Public Discourse” and it is the stated purpose of the AUTHORITY to avoid strident tenor in debate, and raise the level of civility and mutual respect for all who engage in the public's business;

2. **POLICY AND PROCEDURE ADOPTED:** The following policy standards and procedures are established and adopted for the conduct of the public's business by the AUTHORITY and for all who may come before it:

A. **AGENDA TO BE PUBLISHED:** The AUTHORITY will establish and publish an agenda for each meeting which will inform the public of those matters which are to be the subject of discussion and deliberation;

B. **STANDARD FORM OF AGENDA AND THE PUBLIC'S OPPORTUNITY TO BE HEARD ON AGENDA ITEMS:** The agenda will establish a consistent time during each

meeting which will allow members of the public to address matters which are considered of that agenda. Should necessity, due to size of agenda or number of speakers or otherwise require, the Chairman of the meeting may vary or amend the agenda, with the consent of the Board, in order to facilitate the efficient conduct of the public's business;

**C. STANDARD METHOD FOR PLACING ITEMS ON THE AGENDA FOR CONSIDERATION BY OHPA:** AUTHORITY will establish a process whereby any member of the public may ask that a relevant matter, within the jurisdiction of the AUTHORITY, and not on the current agenda, be placed on the agenda of the next scheduled regular meeting. It shall be the responsibility of that individual to provide the following information:

I. Identify the topic, item or issue to be addressed and the parties reasonably affected or involved;

II. To the extent possible, place the topic, item, or issue into the context of matters under consideration be it budget, operations, planning, safety & security, inter-governmental relations, or other topic;

III. To the extent possible, the relevant legal or factual basis for the topic, item, or issue being addressed, together with the purpose or goal to be achieved.

**D. FORM FOR RECOGNITION TO SPEAK:** So that they can be recognized, all those who wish to appear before the Authority and to address matters on the agenda will identify themselves to the Chairman of the Authority on a written form provided for that purpose. In order to appear and speak, such form must be filed with the Chairman of the meeting then presiding and prior to the beginning of the meeting. The Chairman of the meeting retains the discretionary authority to waive this requirement. Those who appear in a representative capacity are also required to disclose that capacity. Non-disclosure will be considered an attempt to

withhold relevant information in order to mislead the AUTHORITY and to subvert the decision making process. Upon being called upon to speak, the individual will identify themselves by name and address, and disclose any representative capacity associated with their presentation;

**E. CIVILITY REQUIRED:** Civility in discourse is not an option. While disagreement is expected, it is not appropriate to make abusive, acrimonious, belittling, or disparaging remarks to, or about any other person, business, or entity. Advocacy of one position by destructive abuse of another's will not be tolerated. Such destructive discourse will be ruled "Out of Order" by the Chairman.

**F. TIME LIMITS ON DISCUSSION:** The monopolizing of a subject will impair the presentation of contrasting and opposing views. In addition, the imposition of a time limit will foster a logical, orderly presentation of any matter. Thus, those addressing the Authority will be provided an adequate, but limited amount of time for their presentation. This limitation will not be circumvented by sharing of time between or among speakers. The Chairman will establish the time period allocated to each speaker at the opening of the meeting or at the beginning of the time period on the agenda set forth for public comment. If not so stated, the allocated time for each speaker shall be three (3) minutes;

**G. ROBERT'S RULES OF ORDER:** Robert's Rules of Order are adopted as the minimum standard and guide for the Chairman for the conduct of our public meetings;

**3. FORM OF AGENDA ATTACHED:** The following standard form of Agenda for each meeting is hereby adopted and the attached form is incorporated herein by this reference.

**RESOLVED, FURTHER THAT:** The Ocean Highway and Port Authority hereby adopts the foregoing Resolution, dated this 8<sup>th</sup> day of April, 2015.

OCEAN HIGHWAY AND PORT AUTHORITY

BY:

  
\_\_\_\_\_  
RICHARD BRUCE, CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
ADAM SALZBURG, ITS SECRETARY

**OCEAN HIGHWAY AND PORT AUTHORITY OF**  
**NASSAU COUNTY, FLORIDA**  
**AGENDA**

[DATE]

[TIME]

[LOCATION OF MEETING]

[TIME OF MEETING]

- A. CALL TO ORDER – CHAIRMAN**
- B. INVOCATION**
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. RECOGNITION OF ELECTED OFFICIALS, HONORED GUESTS, INDUSTRY AND PROFESSIONAL REPRESENTATIVES, AND OTHERS IN ATTENDANCE;**
- F. PUBLIC COMMENTS ON AGENDA ITEMS [time limit of 3 minutes per speaker unless otherwise stated by the Chairman]**
- G. REGULAR BUSINESS:**
  - 1. APPROVAL OF MINUTES**
  - 2. CONSENT ITEMS**
  - 3. SECRETARY/TREASURER REPORT**
  - 4. ACCOUNTANT REPORT**
  - 5. ATTORNEY REPORT**
  - 6. PORT OPERATOR REPORT**
  - 7. OLD BUSINESS**
  - 8. NEW BUSINESS AND COMMISSIONER – COMMITTEE REPORTS**
  - 9. ADMINISTRATIVE/OFFICE MANAGER REPORT**



- 10. OTHER ITEMS TO BE BROUGHT FORWARD BY COMMISSIONERS**
- 11. NEW BUSINESS DEVELOPMENT REPORTS BY COMMISSIONERS**
- 12. ADJOURN**

1 committees report on the fulfillment of their assigned respon-  
 sibilities. In such cases the committees are genuinely subor-  
 5 dinate to the board and must ordinarily report back to it for  
 authority to act (in contrast to an executive committee, which  
 usually has power to act as the board, and in contrast to  
 standing committees of the *society*, which are not subordinate  
 to the board unless made so by a provision in the bylaws).  
 Any board can appoint committees of the kind just described  
 without authorization in the bylaws.

10

#### Conduct of Business in Boards

GENERAL PROCEDURE. The executive board of an  
 organized society operates under the society's bylaws, the so-  
 15 ciety's parliamentary authority, and any special rules of order  
 or standing rules of the society which may be applicable to it.  
 Such a board may adopt its own special rules of order or  
 standing rules only to the extent that such rules do not con-  
 flict with any of the rules of the society listed above. It may  
 20 protect itself against breaches of order by its members during  
 board meetings, and against annoyance by nonmembers, by  
 employing the procedures outlined on pages 645–49, but the  
 maximum penalty which may be imposed upon a disorderly  
 member of the board is that he be required to leave the meet-  
 25 ing room during the remainder of the meeting. A board that  
 is not a part of a society can adopt its own rules, provided  
 that they do not conflict with anything in the legal instrument  
 under which the board is constituted.

Under the general parliamentary law, business is trans-  
 30 acted in large boards according to the same rules of procedure  
 as in other deliberative assemblies. In smaller boards, these  
 rules apply as far as practicable, with the exceptions noted  
 below. In any case, a board can transact business only in a reg-  
 ular or properly called meeting of which every board member  
 35 has been notified—or at an adjournment of one of these

meetings (pp. 93–94)—and at which a quorum (a majority  
 of the total membership unless otherwise specified in the by-  
 laws or established by the constituting power) is present. (See  
 also *Electronic Meetings*, pp. 97–99.) The personal approval  
 of a proposed action obtained separately by telephone, by  
 5 individual interviews, or in writing, even from every member  
 of the board, is not the approval of the board, since the mem-  
 bers lacked the opportunity to mutually debate and decide  
 the matter as a deliberative body. If action is taken on such a  
 basis, it must be ratified (pp. 124–25) at a regular or properly  
 10 called board meeting in order to become an official act of the  
 board.

A record of the board's proceedings should be kept by  
 the secretary, just as in any other assembly; these minutes are  
 accessible only to the members of the board unless the board  
 15 grants permission to a member of the society to inspect them,  
 or unless the society by a two-thirds vote (or the vote of a  
 majority of the total membership, or a majority vote if previ-  
 ous notice is given) orders the board's minutes to be pro-  
 duced and read to the society's assembly. 20

At regular board meetings the executive committee, if  
 there is one, should be required to make a report of its activ-  
 ities since the last board meeting. No action need be taken on  
 this report, which is generally intended as information only. 25

PROCEDURE IN SMALL BOARDS. In a board  
 meeting where there are not more than about a dozen mem-  
 bers present, some of the formality that is necessary in a large  
 assembly would hinder business. The rules governing such  
 30 meetings are different from the rules that hold in other  
 assemblies, in the following respects:

- Members may raise a hand instead of standing when seek-  
 ing to obtain the floor, and may remain seated while mak-  
 35 ing motions or speaking.

- 1 • Motions need not be seconded.
- There is no limit to the number of times a member can speak to a debatable question.\* Appeals, however, are debatable under the regular rules—that is, each member
- 5 (except the chair) can speak only once in debate on them, while the chair may speak twice.
- Informal discussion of a subject is permitted while no motion is pending.
- When a proposal is perfectly clear to all present, a vote can be taken without a motion's having been introduced.
- 10 Unless agreed to by unanimous consent, however, all proposed actions must be approved by vote under the same rules as in larger meetings, except that a vote can be taken initially by a show of hands, which is often a better method in small meetings.
- 15 • The chairman need not rise while putting questions to a vote.
- If the chairman is a member, he may, without leaving the chair, speak in informal discussions and in debate, and
- 20 vote on all questions.\*\*

25 **EFFECT OF PERIODIC PARTIAL CHANGE IN BOARD MEMBERSHIP.** In cases where a board is constituted so that a specified portion of its membership is chosen periodically (as, for example, where one third of the board is

\*However, motions to close or limit debate (15, 16), including motions to limit the number of times a member can speak to a question, are in order even in meetings of a small board (but not in meetings of a committee; see p. 500), although occasions where they are necessary or appropriate may be rarer than in larger assemblies.

\*\*Informal discussion may be initiated by the chairman himself, which, in effect, enables the chairman to submit his own proposals without formally making a motion as described on pages 33–35 (although he has the right to make a motion if he wishes).

1 elected annually for three-year terms), it becomes, in effect, a new board each time such a group assumes board membership. Consequently, when the outgoing portion of the board vacates membership, all matters temporarily but not finally disposed of (see pp. 90–91), except those that remain in the hands of a committee to which they have been referred, fall to the ground under provision (c) on page 237. (See also p. 502, l. 26 to p. 503, l. 2, regarding the continuity of matters that have been referred to a special committee appointed by the board.) If the board is one that elects its own officers or appoints standing committees, it chooses new officers and committees as soon as the new board members have taken up their duties, just as if the entire board membership had changed. The individual replacement of persons who may occasionally vacate board membership at other times, however, does not have these effects. 10 15

### §50. COMMITTEES

A committee, as understood in parliamentary law, is a 20 body of one or more persons, elected or appointed by (or by direction of) an assembly or society, to consider, investigate, or take action on certain matters or subjects, or to do all of these things. Unlike a board, a committee is not itself considered to be a form of assembly. 25

Although the term *committee* commonly implies a relatively small number of persons appointed to give a task more detailed attention than is possible in a body the size of the assembly, this characteristic more accurately describes what are known as *ordinary committees*. An assembly can also designate all of its members present to act as a committee, which is called a *committee of the whole* and is distinguished from an ordinary committee. In large assemblies, the use of a committee of the whole is a convenient method of considering a question when it is desired to allow each member to speak an 30 35

**MIRIAM ROSE HILL**

1890 S 14<sup>th</sup> Street Suite 202 · Fernandina Beach, Florida 32034

Miriam@miriamrhill.com 321.202.0636

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Attorney and finance professional experienced as outside general counsel to public boards and fortune 100 companies in areas of process compliance, government in the sunshine, structured finance, land use, contract renegotiation and all phases of corporate and financial management. Focused on common sense solutions to save clients money. Published extensively in scholarly publications and trade journals in both finance and law. Experienced representing public boards and elected officials and speaking before academic and business groups on finance, economics, business regulation, and land use. Demonstrated commitment to community and nonprofit organizations. Attorney licensed in Florida and New York. German and US Citizen by birth.

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**EXPERIENCE**

Please see list of publications and representative transactions (attached).

**Miriam R. Hill, Esq. PLLC**

**Amelia Island, FL**

FOUNDER/PRESIDENT, ATTORNEY AT LAW

2015 - Present

Outside general counsel to companies and individuals regarding regulatory compliance, land use, real estate transactions; organizer/incorporator of nonprofit corporations and HOAs; co-counsel on reorganization of crowd-funding innovation incubator; lead counsel for private securities offering by hospital investment group. City of Fernandina Beach Code Enforcement Special Magistrate, outside counsel for COFB regulatory boards. Outside general counsel to Jacksonville intermodal company.

**Holland & Knight LLP**

**Jacksonville, FL**

CORPORATE ASSOCIATE

2011 - 2015

Subject matter expert in public company registered and unregistered publications and filings, shareholder communications and executive employment agreements, mergers and acquisitions, commercial leases, real estate transactions, and international secured lending transactions. Pro bono lead counsel for multiple domestic and international nonprofit organizations. Supervised associates' pro bono work, including entity structure, formation and preparation of IRS filings related to 501(c) status. Selected for firm's highest associate honor: a competitive international fellowship focusing exclusively on pro bono, public-private partnerships and infrastructure projects. Outside general counsel to \$6 billion defense contracting firm, intermodal companies, international lending institutions and railroads.

**Rogers Towers PA**

**Jacksonville, FL**

CORPORATE CONTRACT ATTORNEY

2011

Corporate and transactional attorney for business financing transactions, reorganizations and general corporate matters.

**Heritage Capital Group and Business Valuation, Inc.**

**Jacksonville, FL**

INVESTMENT BANK FINANCIAL ANALYST

2008

Sell-side advisor for business transactions between \$50 and \$250 million.

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**EDUCATION**

**Harvard University Kennedy School of Government**

**Cambridge, MA**

EXECUTIVE EDUCATION, Infrastructure in a Market Economy

**Juris Doctor Cum Laude—Florida State University College of Law**

**Tallahassee, FL**

LAW REVIEW, Technical Editor, Associate Editor

INTERN, FDIC, CLERK, Young van Assenderp, PA (Administrative law); RESEARCH ASSISTANT, Energy law

Book Award State Constitutional Law; Phil Blank Scholarship Recipient (2008, 2009, 2010)

**MBA, Finance—University of North Florida**

**Jacksonville, FL**

**Bachelor of Business Administration—Augusta University**

**Augusta, GA**

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**BOARDS/ORGANIZATIONS**

At-the-table Florida Political Committee, General Counsel, Board Member

Robert M. Foster American Inn of Court, Member; Nassau County Bar Association – Outside Counsel, Member.

Jacksonville Women's Leadership Forum, Director

Urban Land Institute of North Florida – Board member, Committee Chair, Awards for Excellence

GlobalJAX – Outside Counsel, Director

Two-time finisher, 26.2 with Donna marathon; Augusta half-marathon-at 26 weeks pregnant!

## MIRIAM ROSE HILL

### Attachment to Resume – Publications and Representative Transactions

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#### REPRESENTATIVE TRANSACTIONS

##### LEGAL REPRESENTATIONS

- Successfully Rezoned PUD Urban in-fill Traditional Neighborhood Development.
- Lead counsel for private offering for skilled nursing facility and hospital investment group.
- Outside securities counsel for innovation incubator investment agreement.
- Successfully negotiated tax abatement for commercial client in capital expansion project.
- Successfully appealed land use classification for ice vendor and retailer / planning board.
- Volunteer with Florida bar drafting committees: legislation amending Chapter 190, Florida Statutes, regarding CDDs and other special districts; legislation amending Chapter 605, Florida Statutes, regarding LLCs; Florida Bar Traffic Court Rules Committee.
- Developed 50-state survey of Public-Private Partnership authorizing legislation in partnership with Thomson Reuters and Mumbai, India-based Legal Process Outsourcing team.
- Negotiated lease agreements for commercial Class A office space in downtown Jacksonville.
- Negotiated various commercial and residential leases for property owners, Fernandina Beach.
- Negotiated lease and advised successful relocation of Jacksonville constitutional officer.
- Prepared secured lending documents to support U.S. Export-Import Bank-guaranteed financing for multinational, transactions valued between \$50 million and \$250 million.
- Prepared purchase and sale agreement and supporting documents for \$65 million Public-private partnership business disposition.
- Completed blue sky multi-state securities filings for \$50 million real estate investment fund offering.
- Advised NYSE-traded defense contracting company regarding shareholder disclosures.
- Obtained prompt damages settlement for nonprofit client settling action against auctioneering company under Florida Unfair and Deceptive Trade Practices Act.
- Advised foundation for Mexico's largest public park on \$33 million capital campaign and fundraising activities in the United States.
- Incorporated and advised Florida, New York and international nonprofit corporations on issues related to licensing and tax-exempt status.

##### INVESTMENT BANKING

- Valued companies for ESOP, tax planning, succession/reorganization management and litigation support purposes.
- Advised leading Wall Street office furniture supplier on orderly liquidation of \$175 million business following 2007-2008 financial crisis.
- Marketed entities and facilitated transactions between \$50 and 250 million.

##### PUBLICATIONS and PRESENTATIONS

- SPEAKER, Jacksonville Women's Leadership Forum, Jacksonville, Florida (March 2017)
- SPEAKER, ULI Florida Summit, Young Leaders Breakfast Panelist, Orlando Florida (June 2014)
- SPEAKER, Holland & Knight Transportation Meeting, Public-Private Partnerships, Amelia Island, Florida (June 2014)
- Attorney Spotlight, Holland & Knight Women Lawyers Women Leaders, (Spring 2014)
- INSTRUCTOR, National Business Institute CLE, Practical Guide to Zoning and Land Use Law, Jacksonville, Florida (December 10, 2013)
- SPEAKER, ULI Women's Leadership Initiative, Panelist, Jacksonville Florida (October 2013)
- SPEAKER, NAIOP Legal Trends Panel, Land Use Legislative Update, Jacksonville Florida (April 2013)
- SPEAKER, Beta Gamma Sigma National Leadership Forum, Careerist Panel, Jacksonville Florida (February 2013)
- INTERVIEW, Cover article: Where are the Women? Female Executives Face Challenges, Choices, Ashley Kritzer, Jacksonville Business Journal (April 5-11, 2013)

MIRIAM ROSE HILL

Attachment to Resume – Publications and Representative Transactions

**SCHOLARLY ARTICLES**

- Legal and Practical Barriers to Optimization in Energy Transmission and Distribution, 26 J. LAND USE & ENVTL. L. 503 (Spring, 2011).
- Sprechen Sie Bias? An Investigation of Cultural Differences in Behavioral Finance Biases between Germany and the United States, 3 J. BEHAV. STUD. BUS. APRIL 2011; 2008 Winner of Best Paper Award, Investments Track, American Society for Business and Behavioral Sciences (ASBBS).
- The Best Ways to Increase Efficiency, Lead Author, Nonprofit World Magazine, February/March 2009.

**BULLETINS**

- FINRA Proposes Crowdfunding Portal Rules and Related Forms, Holland & Knight bulletin (October 29, 2013)
- SEC Issues Proposed Crowdfunding Rules, Holland & Knight bulletin (October 29, 2013)
- SEC Proposes Rules for Pay Ratio Disclosure, Holland & Knight bulletin (October 4, 2013)
- SEC Approves CEO Pay Ratio Disclosure and Municipal Advisor Registration, Holland & Knight bulletin (September 23, 2013)
- SEC Issues Proposed Changes to Regulation D, Form D and Rule 156, Holland & Knight bulletin (July 16, 2013)
- SEC Charges Revlon with Misleading Shareholders in Going-Private Transaction, Holland & Knight bulletin (June 24, 2103)
- SEC Issues FAQs on Conflict Minerals and Resource Extraction, Holland & Knight bulletin (June 3, 2013)
- NYSE Proposes to Remove Separate Voting Standard for Listed Companies, Holland & Knight bulletin (April 29, 2013)
- SEC Staff Provides Additional Rule 14a-8(i)(3) Guidance in No-Action Letter Responses, Holland & Knight bulletin (April 1, 2013)
- SEC Approves Nasdaq and NYSE Listing Standards Related to Compensation Committees and Advisers, Holland & Knight bulletin (January 28, 2013)
- 2013 U.S. Proxy Voting Policies and Procedures FAQ (Excluding Compensation-Related Questions), Holland & Knight bulletin (January 9, 2013)
- ISS Issues 26 FAQs on 2013 Peer Group Selection, Holland & Knight bulletin (January 9, 2013)
- ISS Releases 2013 Corporate Governance Policy Updates and Procedures, Holland & Knight bulletin (December 10, 2012)
- Foreign Corrupt Practices Act Resource Guide Released by SEC and Department of Justice, Holland & Knight bulletin (November 19, 2012)
- SEC Releases Staff Legal Bulletin Regarding Shareholder Proposals, Holland & Knight bulletin (October 22, 2012)
- NYSE and Nasdaq File Proposed Rules Changes on Compensation Committee and Compensation Advisers, Holland & Knight bulletin (October 8, 2012)
- SEC Announces Fee Increase for Fiscal 2013, Holland & Knight bulletin (September 10, 2012)
- SEC Adopts New Disclosure Rules for Extractive Industries, Holland & Knight bulletin (August 27, 2012)
- SEC Adopts Conflict Minerals Disclosure Rules, Holland & Knight bulletin (August 27, 2012)

## MIRIAM R. HILL, ESQ.

A FLORIDA PROFESSIONAL LIMITED LIABILITY COMPANY  
1890 S. 14<sup>th</sup> Street, Suite 202 Fernandina Beach, Florida 32034  
www.MiriamRHill.com

### **PRIVILEGED AND CONFIDENTIAL**

November 16, 2018

Ocean Highway and Port Authority, Nassau County  
86130 License Road #9  
Fernandina Beach, Florida 32034

**VIA EMAIL:** ohpanc@gmail.com

### **Re: Engagement – Interim General Counsel**

Dear Chairman:

Thank you for retaining Miriam R. Hill, Esq., PLLC to represent the Ocean Highway and Port Authority, Nassau County, an independent special district (OHPA) as interim general counsel. Tasks include attending publicly-noticed meetings of the OHPA Board of Commissioners and advising OHPA regarding compliance with its charter, its rules of procedure, the laws of the state of Florida and local regulations pertaining to OHPA operations and activities.

The Firm agrees to provide the above services at an hourly rate of \$225.00 per hour for the first eight (8) hours, and \$275.00 per hour for all time in excess of eight (8) hours. I will notify the board in writing when the 8-hour limit has been reached.

I invoice for time monthly, on the \_\_\_ of the month. I will include on the invoice any expenses incurred on your behalf, but not without your prior consent. I have not been engaged to provide any services not listed above. I will notify you promptly of any occurrence that may impact my fees.

The engagement shall commence on November 19, 2018, and will continue for a period of three months ending on February 19, 2019, unless earlier terminated in writing. If you wish to extend the engagement beyond three months, the engagement may be extended under a new fee structure if desired and agreed upon by both parties in writing. Failure to timely pay fees may result in termination of the engagement. Fees unpaid and outstanding 30 days from the date of invoice will bear interest at a rate of 10% per annum. OHPA agrees to reimburse the Firm for costs related to collections of unpaid legal fees, including reasonable attorneys' fees.

I have not been engaged to provide advice to individual board members, agents, staff or employees of OHPA.

This representation is limited to the services, parties and matters outlined and agreed upon herein, and does not extend to other individuals or entities or to other matters,

unless specifically requested by you and memorialized by separate engagement letter. This agreement may only be amended in writing, signed by both parties.

If the terms described above are satisfactory, please so indicate by signing and returning this letter electronically or by U.S. Mail. Thank you for selecting my firm for these services. I am very happy to represent the Ocean Highway and Port Authority, Nassau County.

Sincerely,



Miriam R. Hill  
Miriam R. Hill Esq., PLLC

Adopted and accepted at a meeting on November \_\_\_\_, 2018 of the Board of Commissioners of the Ocean Highway and Port Authority, Nassau County.

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

Name: \_\_\_\_\_

Title: Chairman

APPROVED AS TO FORM AND LEGALITY:

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

Clyde Davis, OHPA Attorney through November 19, 2018

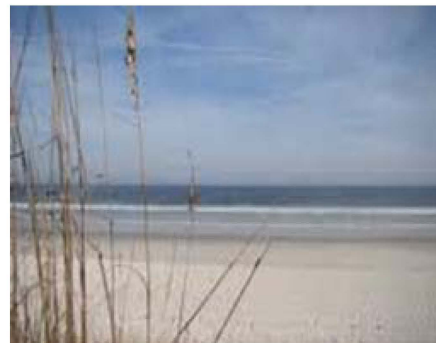


Ocean Highway and Port Authority  
Port of Fernandina, Nassau County, Florida  
Part-Time Attorney

VITAE & REPRESENTATION PROPOSAL

SUBMITTED BY

JEB T. BRANHAM, ESQ.



**JEB T. BRANHAM**  
Attorney at Law

**JEB T. BRANHAM**

**419 3<sup>rd</sup> Street North  
Jacksonville Beach, Florida 32250  
(904) 339-0500; jeb@jebbranham.com**

### **LICENSES AND COURT ADMISSIONS**

*Florida Bar, September 2000.* Also admitted to U.S.D.C., Northern District of Florida and the Eleventh Circuit Court of Appeals.

*Georgia Bar, November 1995.* Also admitted to Georgia Supreme Court and Court of Appeals, U.S.D.C., Northern District of Georgia. Authorized by the State of Georgia to appear as sole or lead counsel at trials and depositions.

### **LEGAL EXPERIENCE**

*Jeb T. Branham, Attorney & Counselor, Jacksonville Beach, Fl (1/2002 – present).* Sole practitioner in commercial and municipal law, emphasizing litigation, both trial and appellate. Representative matters include Town Attorney for Baldwin and Callahan, Florida, settling administrative law matters with the State of Florida \$500,000 under State's demand, litigating the fleet-wide failure of marine engines for Costa Rican fishing lodge and subsequent nation-wide class action, general counsel representation of national auto painting franchisor, litigating easement rights between regional restaurant and land developer, representing the purchasers of shares in a skateboard park and retail store, and formation of and trademark registration for nationally distributed magazine, formation and trademark registration for state and national surfing organizations.

*McGuireWoods LLP, Jacksonville, Fl (1/2000 - 12/2001).* Commercial litigation department representing both institutional and closely-held businesses in disputes from banking procedures to business torts. Representative matters include litigation arising from the sale of multi-million dollar companies, distributorship termination, the fleet-wide failure of marine engines, and – at trial and 11<sup>th</sup> Circuit appellate level – the termination of physicians from an insurance network. Responsible for all aspects of litigation including coordinating and drafting discovery, taking and defending depositions, and court appearances.

*King & Spalding, Atlanta, Ga (5/1998 - 12/1999).* Tort litigation team defending automobile and medical device manufacturers and commercial litigation team defending Coca-Cola in *Pepsico v. Coca-Cola* antitrust litigation. Defended high exposure and nationwide litigation matters (both pending and potential), with extensive experience addressing document production logistics and privilege issues. Start-to-finish case handling responsibility for General Motors automotive products liability cases.

*Hawkins & Parnell, Atlanta, Ga (9/1995 - 4/1998).* Products liability defense for prescription pharmaceuticals, medical devices, clothing and textiles, and industrial products. Broad range of litigation experience representing insurers and insureds in commercial disputes and personal injury defense. Start-to-finish case handling and billing responsibility with extensive client contact. Numerous appearances at depositions and court hearings. Developed and implemented document retention policy for international medical device manufacturer. Published opinion: *Presto v. Sandoz Pharmaceuticals Corp.*, 226 Ga. App. 547, 487 S.E.2d 70 (1997).

### **EDUCATION**

University of Tennessee College of Law  
Knoxville, Tennessee  
Juris Doctor, cum laude May, 1995

Emory University  
Atlanta, Georgia  
B.A., English 1992

*Honors and Achievements.* Top 15% of law school class, dean's list all semesters; University of Tennessee Law Review; Am. Jur. awards in Con Law II and Criminal Procedure. Merit scholarship from Southeastern Bankruptcy Law Institute.

**BACKGROUND:** Born 1970, Knoxville, Tennessee, former member of Board of Governors for the State Bar of Georgia, and Elder of Palms Presbyterian Church.

## MUNICIPAL AND GOVERNMENTAL EXPERIENCE

- Appointed as the Town of Callahan's Town Attorney in 2003.
- Appointed as the Town of Baldwin's Town Attorney in 2004.
- Appointed as the City of Atlantic Beach's special magistrate for dangerous dog proceedings in 2014.
- Served as lead negotiator for the Town of Baldwin on union contract with Teamsters union.
- Served as local government bond counsel for Callahan's USDA Rural Development wastewater bond issuance.
- Negotiated and drafted numerous construction and vendor contracts for municipalities.
- Defended the Town of Baldwin in public records law litigation.
- Resolved proceedings instituted against the Town of Callahan by the Florida Department of Transportation for utility relocation charges at a six-figure savings over FDOT's demands.
- Resolved administrative proceedings instituted against the Town of Callahan for misconduct by a grant administrator at a six-figure savings over the Department of Community Affairs' demands.
- On behalf of the Town of Hilliard, successfully resolved litigation between the Town and building contractor over conversion of church into new Town Hall.
- Obtained a dismissal with prejudice of a lawsuit filed against the Town of Baldwin by a former employee when prior litigation attorneys representing the Town were unsuccessful.
- Obtained a temporary injunction for the Town of Baldwin to stop the operation of an unauthorized borrow pit.
- Obtained a temporary injunction for the Town of Callahan to stop unpermitted construction.
- Successfully defended the Town of Callahan's denial of a site plan in certiorari proceedings.
- Obtained defense verdict for private corporation in code enforcement action in which the City of Jacksonville sought over \$400,000 in fines.
- Appealed denial of variance for private landowner via writ of certiorari and obtained agreed-upon resolution within the City of Neptune Beach.

## FIRM QUALIFICATIONS

*The benefit of experience developed at two of the nation's best and largest law firms combined with 10 years of representing municipal governments*

### SERVICE AS TOWN ATTORNEY FOR TWO MUNICIPALITIES & OTHER GOVERNMENTAL EXPERIENCE:

Jeb Branham worked as the Town Attorney for Callahan for fifteen years, as the Town Attorney for Baldwin for 14 years, and Atlantic Beach's special magistrate for dangerous dog hearings for four years. There are few attorneys in the area with this experience handling the legal matters unique to government, combined with sophisticated, broad-based litigation expertise.

As a governmental attorney, I understand the importance of maintaining a thorough knowledge of and ensuring full compliance with the state Sunshine Laws governing public meetings and public records, as well as the state ethics laws. My service as town attorney includes the responsibility for negotiating and drafting town contracts, for prosecuting code enforcement violations, handling all land use and zoning matters, conducting quasi-judicial proceedings, and advising councils on parliamentary procedure. On occasion, I represent private clients in land use and code enforcement matters, both before city councils, in the state trial courts, and on appeal. This has given me the experience necessary to effectively balance the sometimes competing interests of the government, individuals, property owners, neighbors, and the citizenry as a whole.

### Quality of Legal Services:

Practicing at the best firms and working for the most demanding clients puts an attention to quality in our work that many lawyers never have the opportunity to develop. My goal is to bring every client the benefit of experience developed at two of the nation's best and largest law firms – McGuireWoods and King & Spalding – with the personal attention you can only get from a small practice. We deliver the legal sophistication gained from working in a big firm environment for some of the world's largest corporations like the Coca-Cola Company, General Motors, Eli Lilly & Company, Novartis Pharmaceuticals, and 3M combined with individual, personalized attention.

CONTRACT FOR LEGAL SERVICES AS ATTORNEY FOR  
OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY

THIS AGREEMENT made and entered into effective this \_\_\_ day of \_\_\_\_\_, 2019, by and between Ocean Highway and Port Authority, Nassau County, "OHPA", and Jeb T. Branham, P.A., herein called "Attorney."

WITNESSETH: In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. OHPA agrees to employ Attorney as legal counsel for OHPA, to perform the functions and duties of attorney to OHPA and its Commissioners consisting in substantial part of attending regular and special meetings of the OHPA Commissioners; attending other meetings when requested by the Commissioners, the chair, or the Port Director; reviewing agreements, contracts, or similar documents involving OHPA; advising the Chair, Commissioners, and the Port Director regarding legal issues involving OHPA; and representation of OHPA in administrative, judicial, and quasi-judicial procedures, unless other representation is deemed appropriate by OHPA or Attorney.

2. OHPA will pay a monthly retainer of \$1,900 per month for up to 14 hours of legal services per month. Services rendered beyond 14 hours in a month, as well as litigation and extraordinary matters that require significant additional work beyond typical monthly work, shall be paid for at a rate of \$200 per hour. Attendance at OHPA board meetings in excess of two per month will be billed at \$250 per meeting, unless attendance is captured in hourly billing. Travel time between Attorney's office and OHPA board meetings or port facilities will not be billed or counted towards retainer hours.

3. OHPA shall either pay for or reimburse Attorney for out-of-pocket expenses incurred on behalf of OHPA, such as travel, parking, food, and lodging (if required to be away from home); subscriptions and books related to OHPA's representation; court costs and other costs related to

litigation in which OHPA is a party; attendance at continuing legal education seminars on subjects pertaining to representation of OHPA; and the cost of computer research on subjects in which OHPA has an interest.

4. This contract may be renewed by OHPA at the beginning of each fiscal year, subject to rate renegotiation by the parties. Either party may terminate this contract upon 90 days' notice.

5. This contract shall be for an initial term effective \_\_\_\_\_, 2019, and ending September 30, 2019.

6. This contract represents the entire agreement between the parties respecting the subject matter hereof and may be modified only by writings signed by all parties to the contract.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals the day and year first above written.

OCEAN HIGHWAY AND PORT AUTHORITY,  
NASSAU COUNTY

JEB T. BRANHAM, P.A.

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

\_\_\_\_\_  
Jeb T. Branham, President



# GOAL 5P: PORT ELEMENT

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Objective 5P.01.	
<b>Port Development</b>	Page 5P-1
Objective 5P.02.	
<b>Economic Diversification</b>	Page 5P-2
Objective 5P.03.	
<b>St. Mary's River Entrance Channel and Amelia River Access</b>	Page 5P-2
Objective 5P.04.	
<b>Intracoastal Connections</b>	Page 5P-3
Objective 5P.05	
<b>Highway Access and Connectivity</b>	Page 5P-3
Objective 5P.06	
<b>Rail Service and Connectivity</b>	Page 5P-3
Objective 5P.07	
<b>Airport Service and Connectivity</b>	Page 5P-4
Objective 5P.08	
<b>Natural Resource Preservation and Protection</b>	Page 5P-4
Objective 5P.09	
<b>Protection from Natural Hazards</b>	Page 5P-5
Objective 5P.10	
<b>Protection from Man-made Distasters</b>	Page 5P-5
Objective 5P.11	
<b>Budgetary Process</b>	Page 5P-6
Objective 5P.12	
<b>Funding Opportunities</b>	Page 5P-6
Objective 5P.13	
<b>Compatibility with City's Comprehensive Plan</b>	Page 5P-7
Objective 5P.14	
<b>Plan Implementation Coordination</b>	Page 5P-7
Objective 5P.15	
<b>Governmental and Agency Coordination</b>	Page 5P-8
Objective 5P.16	
<b>Collaboration with Local and Regional Maritime, Commercial and Industrial Interests</b>	Page 5P-8

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## **GOAL 5P | PORT FACILITIES ELEMENT**

THE PORT OF FERNANDINA SHALL MAINTAIN, PLAN AND DEVELOP THE PORT LOCATED IN FERNANDINA BEACH, IN ACCORDANCE WITH MARKET FORECASTS AND THE COMMUNITY'S COMMERCIAL AND INDUSTRIAL RESOURCES, TO CREATE JOBS AND STIMULATE LOCAL AND REGIONAL ECONOMIC DEVELOPMENT WHILE MAINTAINING AND ENHANCING THE UNIQUE CHARACTER OF THE CITY OF FERNANDINA BEACH, PROVIDING FOR THE HEALTH, SAFETY AND ECONOMIC WELFARE OF THE COMMUNITY, PROTECTING THE LOCAL MARINE ENVIRONMENT, AND NOT EXPANDING INTO THE SURROUNDING HISTORIC RESIDENTIAL NEIGHBORHOOD.

### **OBJECTIVE 5P.01.**

#### **PORT DEVELOPMENT**

Within the City of Fernandina Beach, the Port of Fernandina shall pursue phased planning and development, consistent with the goals of the City of Fernandina Beach Comprehensive Plan and the mandates of Florida Statutes.

#### **POLICY 5P.01.01.**

The Port of Fernandina shall prepare a Port Master Plan Map – a land use and inventory map of existing coastal uses including all existing infrastructure including fuel storage tanks, storm water management, zoning, wetland and other vegetative communities, undeveloped areas, areas subject to coastal flooding, public evacuation routes, historic preservation areas and conservation areas. The Port Master Plan Map will be posted on the City website and updated at least annually.

#### **POLICY 5P.01.02.**

Within the City of Fernandina Beach, the Port of Fernandina shall not expand port operations beyond industrially waterfront zoned or industrially zoned land (as depicted on the 2011 Comprehensive Plan Map). The Port of Fernandina will not expand any ancillary operations including parking lots into the historic district or any other residentially or mixed use zoned land (as depicted in the 2011 Comprehensive Plan Map and in the Land Development Code) with the exception of 501 North 3<sup>rd</sup> Street and the adjacent parking lot west of the property.

#### **POLICY 5P.01.03.**

Prior to any new proposed development or redevelopment, within the City of Fernandina Beach, the Port of Fernandina will conduct an analysis of the environmental, socioeconomic, and fiscal impact on the City of Fernandina Beach.

The analysis will delineate the required infrastructure to support this development or redevelopment and the plans and principles to be used to control development and redevelopment to eliminate or mitigate the adverse impacts on coastal wetlands; living marine resources; unique wildlife habitat; historical and archaeological sites; other fragile coastal resources and the adjacent historic district.

The analysis will be presented to the City of Fernandina Beach for their review and comment. Those comments will be submitted to the Port Council or other state or federal agencies with any new funding requests.

#### **POLICY 5P.01.4.**

The Port of Fernandina shall continually maintain and upgrade its in-water and upland facilities to derive the best use from its infrastructure.



**POLICY 5P.01.5.**

The Port of Fernandina shall coordinate with the U.S. Army Corps of Engineers and the City of Fernandina Beach, regional, state and federal regulatory agencies for maintenance dredging of the Amelia Island River, as needed to accommodate waterborne commerce operations.

**POLICY 5P.01.6.**

Prior to any future development or redevelopment to the Port of Fernandina, within the City of Fernandina Beach, all plans or proposals for development or redevelopment shall be reviewed by the City of Fernandina Beach for meeting all applicable Comprehensive Plan policies, land development regulations, City Ordinance requirements and provide that financial assurances are made that required public facilities will be in place to meet the demand imposed by the completed development or redevelopment. Such public facilities will be scheduled for phased completion to coincide with demands generated by the development or redevelopment.

**OBJECTIVE 5P.02.**

**ECONOMIC DIVERSIFICATION**

The Port of Fernandina shall explore opportunities to develop synergies between its waterborne commerce operations and other economic resources in the area.

**POLICY 5P.02.01.**

The Port of Fernandina shall seek potential users to achieve maximum site utilization.

**POLICY 5P.02.02.**

The Port of Fernandina shall explore complementary upland developmental opportunities.

**POLICY 5P.02.03.**

The Port of Fernandina shall continue its participation in Foreign Trade Zone 64 with JAXPORT and shall explore other possible partnering opportunities.

**OBJECTIVE 5P.03.**

**ST. MARY'S RIVER ENTRANCE CHANNEL AND AMELIA RIVER ACCESS**

The Port of Fernandina may pursue maintenance dredging activities from the St. Mary's River Entrance Channel to the Amelia River leading to the Port to provide the water depths needed to serve ships and barges that call at the Port. Maintenance dredging activities and the management of spoil material shall be pursued in a manner consistent with the State Comprehensive Plan's goals and policies addressing stewardship of water resources, coastal and marine resources, and natural systems.

**POLICY 5P.03.01.**

The Port of Fernandina may undertake maintenance dredging, as required to ensure safe navigational conditions for the ships and barges calling at its facilities.

**POLICY 5P.03.02.**

The Port of Fernandina may undertake maintenance dredging, as required to ensure safe navigational conditions for the ships and barges calling at its facilities.

**POLICY 5P.03.03.**

Prior to any maintenance dredging the Port of Fernandina in agreement with the Corps of Engineers and other federal, state, or local agencies shall identify an environmentally acceptable spoil site for the disposal of the dredged material the maintenance channel dredging projects generate.

**OBJECTIVE 5P.04.****INTRACOASTAL CONNECTIONS**

To take better advantage of its proximity to the Intracoastal Waterway, the Port of Fernandina may support initiatives to improve Intracoastal connections.

**POLICY5P.04.01.**

The Port of Fernandina may cooperate with entities seeking to improve conditions along the Intracoastal Waterway.

**POLICY 5P.04.02.**

The Port of Fernandina, within the City of Fernandina Beach, will not accept, transfer, load or store coal, coal ash, or Liquefied Natural Gas (LNG).

**OBJECTIVE 5P.05.****HIGHWAY ACCESS AND CONNECTIVITY**

The Port of Fernandina may collaborate with local state agencies to develop the intermodal connections needed for the efficient movement of goods to and from its facilities.

**POLICY 5P.05.01.**

The Port of Fernandina shall be required to mitigate traffic impact to the surrounding residential neighborhood, by designing the facilities, and/or scheduling arriving truck traffic to eliminate the queuing of trucks outside the gates.

**POLICY 5.05.02.**

The Port of Fernandina shall work with the City, the TPO, the Florida Department of Transportation, the local community and other entities to gain funding for any needed improvements to roads over which Port truck traffic must travel.

**POLICY 5.05.03.**

The Port of Fernandina shall implement a plan to prevent truck access or egress from the Port of North Front, North Second, and North Third Streets.

**OBJECTIVE 5P.06.****RAIL SERVICE AND CONNECTIVITY**

The Port of Fernandina shall collaborate with Genesee & Wyoming and CSX to obtain the best possible service and interchanges.

**POLICY 5P.06.01.**

The Port of Fernandina may continue its use of the on-site rail line and shall seek opportunities for more efficient use of the rail line.

**POLICY 5.05.02.**

The Port of Fernandina shall collaborate with railways, FDOT, and the City to improve the warning devices at the Dade and Front Street highway-rail grade crossing to increase safety, with the goal of reducing fatalities and injuries.

**OBJECTIVE 5P.07.**

**AIRPORT SERVICE AND CONNECTIVITY**

The Port of Fernandina may collaborate with City airports to develop the intermodal connections needed for the efficient movement of goods to and from its facilities.

**POLICY 5P.07.01.**

The Port of Fernandina may work to explore service opportunities for the efficient movement of goods through the Port.

**OBJECTIVE 5P.08.**

**NATURAL RESOURCE PRESERVATION AND PROTECTION**

The Port of Fernandina shall conserve and protect natural resources including forests, wetlands, fish, marine life, and wildlife, and shall cooperate with federal, state, regional, and local agencies in developing sound environmental impacts of Port development and operations.

**POLICY 5P.08.01.**

The Port of Fernandina shall limit specific and cumulative impacts on water quality to maintain the integrity of the Amelia River and maintain the applicable water quality standards. In doing so, the Port shall design the drainage system on its property to meet National Pollution Discharge Elimination System (NPDES), Florida Department of Environmental Protection, and St. Johns River Water Management District water quality standards and shall coordinate its efforts with federal, state, regional, county and city governmental agencies.

**POLICY 5.08.02.**

The Port of Fernandina shall not place or build structures including pier or pier extensions in wetlands, wetland transition areas, or conservation area and not conduct activities which degrade any identified wetlands and wildlife habitat.

**POLICY 5P.08.03.**

The Port of Fernandina shall continue to coordinate with state and federal agencies, the Cumberland Sound Pilots Association, and other interested organizations to protect manatee and right whale communities.

**POLICY 5.08.04.**

The Port of Fernandina shall use best management practices during construction, operation and maintenance at the Port facility. All new development or redevelopment at the Port of Fernandina, within the City, shall meet or exceed applicable Federal, State, and local regulations.

**POLICY 5.08.05.**

A plan, including a proposed funding source, to remediate the surface drains which currently empty directly into the Intracoastal Waterway and wetlands will be developed by July 2017.

**POLICY 5.08.06.**

The Port of Fernandina shall coordinate and implement strategies with industry and the City to meet the air quality standards established by the EPA and DEP

**POLICY 5.08.07.**

The Port of Fernandina will devise a feasibility plan by July 2017 concerning the benefits and costs of installing and requiring ship to shore power at the Port of Fernandina.

**OBJECTIVE 5P.09.****PROTECTION FROM NATURAL HAZARDS**

The Port of Fernandina shall implement or exceed the measures required by the City of Fernandina, Nassau County and other agencies to protect human life and property from natural hazards.

**POLICY 5P.09.01.**

All new development or redevelopment at the Port of Fernandina, within the City, shall meet the standard of construction for V Flood Zones or a higher standard and be maintained as required by local ordinance and shall not have any adverse effect by increasing the elevation or velocity of flood waters or in increasing flows due to change in drainage or flow characteristic (e.g. change in direction) on the subject site, adjacent properties, or any public or private right-of-way.

**POLICY 5.09.02.**

The Port of Fernandina shall design and construct all development or redevelopment at the Port in accordance with the Unified Florida Building Code and Fernandina Beach City Ordinances including obtaining all required City permits and floodplain elevation certificates.

**POLICY 5.09.03.**

The Port of Fernandina shall prepare a hurricane contingency plan and keep its plan up to date, ensuring that it is consistent with city and county emergency plans. This plan will be filed with the City on or before June 1<sup>st</sup> of each year.

**POLICY 5.09.04.**

The Port of Fernandina shall implement post-disaster redevelopment procedures to reduce or eliminate exposure to human life and property to natural hazards. These procedures shall include the structural modification or removal of facilities that have experiences repeated storm damage.

**OBJECTIVE 5P.10.****PROTECTION FROM MAN-MADE DISASTERS**

The Port of Fernandina shall reduce exposure to harm human life and property from manmade disasters by implementing sound safety and security programs.

**POLICY 5P.10.01.**

To provide a safe operating environment, the Port of Fernandina shall implement required Federal, state and local safety and health measures and ensure that operations are conducted in accordance with those measures.

**POLICY 5.10.02.**

The Port of Fernandina shall prepare and implement the security plan mandated and approved under state and federal guidelines. Funding Port Security is a priority and shall preempt funding of any new development or redevelopment in the City of Fernandina Beach.

**POLICY 5.10.03.**

The Port of Fernandina in cooperation with all federal authorities shall prohibit the handling of unauthorized hazardous materials and shall be prepared to contain hazardous material spills that could occur at the Port facility site.

**POLICY 5.10.04.**

At the Port of Fernandina all emergency contingency materials and equipment necessary to mitigate petroleum spills in the water shall be stored onsite by July 1, 2017. This shall be verified by the Fernandina Beach Fire Chief or his designee on or before July 1<sup>st</sup> of each year.

**POLICY 5.10.05.**

A waterfront facility, which is a facility of particular hazard as defined in 33CFR 126.3, shall not be allowed in Waterfront Industrial or IW zoned areas.

**POLICY 5.10.06.**

The Port of Fernandina shall prepare an evacuation contingency and warning plan to evacuate the adjacent area in the event of a toxic spill, toxic gas release, Port fire, or other manmade disaster and keep its plan up to date, ensuring that is consistent with city and county emergency plans. This plan shall be filed annually with the City no later than June 1<sup>st</sup>.

**OBJECTIVE 5P.11.**

**BUDGETARY PROCESS**

The Port of Fernandina shall implement a budgetary process that balances Port revenues, operating expenses, and capital expenditures needed to satisfy the anticipated market demand and capture new market share.

**POLICY 5P.11.01.**

The Port of Fernandina shall monitor tariffs and fees charged by neighboring ports, both north and south, and shall implement a competitive fee structure.

**POLICY 5.11.02.**

The Port of Fernandina shall update its capital improvement plan annually to reflect budgetary and market changes, prioritizing implementation to obtain the best return on facility investments. The capital improvement plan shall be filed with the City annually on or before June 1<sup>st</sup>.

**OBJECTIVE 5P.12.**

**FUNDING OPPORTUNITIES**

The Port of Fernandina shall pursue diverse funding opportunities to accelerate the rate at which it can implement its capital improvement plan.

**POLICY 5P.12.01.**

The Port of Fernandina shall prepare a briefing for area legislators, the City, and the public in the fall of each year to review the Port's financial status, proposed capital improvement budget and to reacquaint them with the Port's economic

impact on the region and the important of its needs being addressed in the state's budget process.

**POLICY 5.12.02.**

The Port of Fernandina shall actively seek grant funds from state and federal sources and shall supplement funding needs not met by grants with loans from commercial lending institutions and/or governmental entities.

**POLICY 5.12.03.**

The Port of Fernandina shall explore opportunities for public/private partnerships in the development and redevelopment of the Port.

**OBJECTIVE 5P.13.**

**COMPATIBILITY WITH THE CITY'S COMPREHENSIVE PLAN**

The Port of Fernandina shall work with the City of Fernandina to insure that port maintenance and development or redevelopment activities are compatible with and support the programs and policies contained in the City's Comprehensive Plan.

**POLICY 5P.13.01.**

The Port of Fernandina shall coordinate its planning and development efforts with the City of Fernandina Beach to insure that the Port's planned projects and land uses comply with the City's Comprehensive Plan, including the Conservation and Coastal Management Element and Land Development Code and are compatible with adjacent land uses.

**POLICY 5.13.02.**

The Port of Fernandina shall continue to coordinate with the Fernandina Beach Historic District Council to ensure preservation and restoration of significant historical sites that fall within the jurisdiction of the Port Authority facility. Where Port property is adjacent to the Historic District, a 30-foot landscaped buffer shall be maintained.

**POLICY 5.13.03.**

The Port of Fernandina shall coordinate with the City to ensure the provision of adequate infrastructure and utilities for Port operations.

**OBJECTIVE 5P.14.**

**PLAN IMPLEMENTATION COORDINATION**

The Port of Fernandina shall be proactive in coordinating its development efforts with local, state and federal permitting agencies and other private entities to ensure that its development and operations are carried out in accordance with the public interest and regulatory requirements.

**POLICY 5P.14.01.**

The Port of Fernandina shall obtain community input prior to implementing any Port development program.

**POLICY 5.14.02.**

The Port of Fernandina shall comply with the provisions of the permits governing its in-water and upland development program.

**OBJECTIVE 5P.15.**

**GOVERNMENTAL AND AGENCY COORDINATION**

The Port of Fernandina shall coordinate its development and redevelopment program with applicable agencies to promote sound planning and economic opportunities.

**POLICY 5P.15.01.**

The Port of Fernandina shall support the economic development initiatives of the City of Fernandina Beach, by pursuing activities that expand economic opportunities.

**POLICY 5.15.02.**

The Port of Fernandina shall review the economic development initiatives of Nassau County and support when consistent with the City of Fernandina Beach Comprehensive Plan.

**POLICY 5P.15.03.**

In addition to city and county governments, the Port of Fernandina shall cooperate with the Northeast Florida Regional Council; the St. Johns River Water Management District; the Florida Departments of Transportation, Environmental Protection, and Economic Opportunity; the U.S. Army Corps of Engineers, and other applicable agencies in implementing the goals, objective and policies as delineated in the Comprehensive Plan.

**POLICY 5.15.04.**

The Port of Fernandina shall develop a strategic plan with a 10-year horizon which shall at a minimum include the elements listed in FS 311.14 – Seaport Planning and which adequately addresses the applicable requirements of FS 163.3178. To the extent feasible, the port master plan must be consistent with the City Comprehensive Plan.

The Port of Fernandina shall submit the Master Plan to the City for consistency review with City of Fernandina Beach Comprehensive Plan. Any inconsistencies that cannot be resolved with the Port of Fernandina shall be noted in the Port Master Plan and shall not be adopted in the Comprehensive Plan by reference.

**OBJECTIVE 5P.16.**

**COLLABORATION WITH LOCAL AND REGIONAL MARITIME, COMMERCIAL, AND INDUSTRIAL INTERESTS**

To help achieve its primary goal of economic development, the Port of Fernandina may cooperate with other Northeast Florida interests as they seek to expand the region's commercial and industrial base.

**POLICY 5P.16.01.**

The Port of Fernandina may participate in the efforts of local and regional groups pursuing area wide economic development.

**POLICY 5.16.02.**

The Port of Fernandina may cooperate with JAXPORT to pursue areas of common interest, such as cargo handling synergies, regional promotional campaigns and special funding opportunities.



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# GOAL 9: PORT ELEMENT

Objective 9.01.  
**Economic Development**

Page 9-1

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Objective 9.02.  
**Operation and Expansion Planning**

Page 9-1

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Objective 9.03.  
**Maintain Community Character**

Page 9-2

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## **GOAL 9 | PORT FACILITIES ELEMENT**

~~THE GOAL OF THE PORT OF FERNANDINA SHALL BE TO STIMULATE ECONOMIC DEVELOPMENT WITHIN THE CITY OF FERNANDINA BEACH AND NASSAU COUNTY AND COOPERATE WITH THE CITY AND COUNTY IN ITS PLANNING FOR OPERATIONS AND EXPANSIONS WHILE STRIVING TO MAINTAIN THE UNIQUE CHARACTER OF THE CITY OF FERNANDINA BEACH.~~

### **OBJECTIVE 9.01.**

#### **ECONOMIC DEVELOPMENT**

~~The Ocean Highway and Port Authority shall continue to plan for and Maintain facilities to meet the long-term useful life of the Port facility.~~

##### **POLICY 9.01.01.**

~~The Ocean Highway and Port Authority shall utilize all available sources of funding to finance Port improvements. The Authority to the best of its ability will implement the Capital Improvements Program cited in section II of this document.~~

##### **POLICY 9.01.02.**

~~The Port Authority shall continue to coordinate with the U.S. Army Corps of Engineers to maintain and expand the Port facility Access shipping channel and turning basin as Port development continues.~~

##### **POLICY 9.01.03.**

~~The Port Authority shall continue to coordinate with the City of Fernandina Beach to identify opportunities for future economic development.~~

### **OBJECTIVE 9.02.**

#### **OPERATION AND EXPANSION PLANNING**

~~The Port Authority shall coordinate with County and City Commissions to ensure that Port development meets appropriate City and/or County standards or requirements.~~

##### **POLICY 9.02.01.**

~~The Port Authority shall abide by the Goals, Objectives and Policies of the City of Fernandina Beach Comprehensive Plan in its planning for operation or expansion of the Port facility.~~

##### **POLICY 9.02.02.**

~~Prior to any future expansion to the Port of Fernandina, all plans or proposals for expansion shall be reviewed by the City of Fernandina Beach or the County, as appropriate, for consistency in meeting all applicable land development regulations, building permits or other permit requirements. Future Port Development projects shall be consistent with the Port Master Plan and Port Master Plan Map. No port development or project inconsistent with the Port Master Plan shall be undertaken without prior review, input and adoption as a Comprehensive Plan Amendment by the City of Fernandina Beach.~~

##### **POLICY 9.02.03.**

~~Any impact to urban services or facilities (i.e., drainage, potable water, wastewater, traffic or solid waste) brought upon by the identified and approved Port Master Plan projects, which results in the degradation of an adjusted level of service standard for such service or facility, shall be mitigated to the satisfaction of~~

~~the City and/or the County, as appropriate, prior to the issuance of a building permit for the expansion.~~

**POLICY 9.02.04:**

~~The Port Authority shall not commence construction on any Port expansion program until all required permits and leases are secured.~~

**OBJECTIVE 9.03.**

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**MAINTAIN COMMUNITY CHARACTER**

~~The Port Authority in operating the Port facility shall take all precautions to protect the environmental and historic assets of the City of Fernandina Beach.~~

**POLICY 9.03.01:**

~~The Port Authority, in cooperation with the U.S. Coast Guard and the U.S. Department of Transportation, shall prohibit the handling of unauthorized toxic materials and will be prepared to contain toxic spills that could occur at the Port facility site.~~

**POLICY 9.03.02:**

~~The Port Authority shall continue to coordinate with the Fernandina Beach Historic District Council to ensure preservation and restoration of significant historical sites that fall within the jurisdiction of the Port Authority facility. Where Port property is adjacent to the Historic District, a 30 foot landscaped buffer will be maintained.~~

**POLICY 9.03.03:**

~~The Port Authority will comply with the Land Development Code of the City of Fernandina Beach to ensure that adequate buffers and screening materials are constructed and maintained between the industrial zoning of the Port and the adjacent single family residential zoned areas.~~

**POLICY 9.03.04:**

~~Stormwater runoff at the Port facility shall comply with stormwater management requirements established by the St. Johns River Water Management District as well as federal state and local agencies.~~

**POLICY 9.03.05:**

~~The Port Authority shall continue to coordinate with the Department of Environmental Protection, Division of Marine Resources, the New England Aquarium, the Cumberland Sound Pilots Association and other interested organizations to support protection of manatee and right whale communities that are on the fringe of Port operations.~~

**POLICY 9.03.06:**

~~The Port Authority will continue to comply with the requirements of the permits from the Department of Environmental Protection in regard to maintaining and preserving the permanent conservation areas and the ten-foot-wide marshland mitigation area.~~

**POLICY 9.03.07:**

~~The Port Authority shall use best management practices during construction, operation and maintenance at the Port facility to ensure that water quality within the area of the Port facility will receive no degradation as a result of Port activity.~~



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**ADMINISTRATIVE OFFICE MANAGER'S REPORT**

**December, 2018**

**Hours Worked – 80 Hours**

**Miles driven for OHPA purposes: 11**

- Paid December invoices.
- Banking – deposits for First Federal.
- Met with Pierre – BB&T accounts, auditor preparation.
- Commissioner notebooks, meeting agenda and meeting packet posted to website for 12/12/18 regular meeting.
- Prepared agenda for January, 2019 meeting.
- Attended and completed meeting minutes for the 12/12/18 monthly meeting.
- Responded to email requests.
- Cleaned up files and moved to record storage.
- Scanned and index minutes.

**Public Records Request Received – 0**

**Mileage for**

**December**

**Miles**

12/5/2018      3.00    posting meeting at Nassau Complex

12/6/2018      8.00    First Federal Bank - signature cards

11.00    miles for December