

**OCEAN HIGHWAY & PORT AUTHORITY
NASSAU COUNTY, Florida**



**Peck Center
Willie Mae Ashley Auditorium
516 S 10th Street
Fernandina Beach, FL 32034**

**AGENDA
March 13, 2024
5:00 PM**

Executive - Monthly Meeting

1. Executive (Shade) meeting (5PM)

Pursuant to Florida Law, the OHPA Board of Commission will open a public meeting and immediately conduct an Executive (closed) session to discuss pending litigation Case No. 2020-CA-284 (COFB v. OHPA, PILOT matter). The public meeting will reconvene promptly after the conclusion of the Executive session.

1.1 Duration: The Executive session will last approximately one hour.

1.2 The persons who may attend the Executive session are: Chair Miriam Hill, Vice Chair Justin Taylor, Secretary/Treasurer Ray Nelson, Commissioner Mike Cole, Commissioner Danny Fullwood, Port Attorney Patrick Krechowski, and a court reporter.

2. Public meeting Call to Order - Chair

3. Invocation

4. Pledge of Allegiance

5. Roll Call: Miriam Hill, District 1; Danny Fullwood, District 2, Justin Taylor, District 3; Ray Nelson, District 4; Mike Cole, District 5

6. Recognition of elected Officials, Honored guests, Industry and Professional representatives, and others in attendance (Chair)

7. Public Comments on agenda items (Comments submitted prior to the meeting)

8. Regular Business:

a. Approval of Minutes

- **February 28, 2024 Board meeting minutes**

b. Port Attorney Report

c. Port Accountant Report

- Financial report – February 2024
- ARPA reimbursement update

d. Port of Fernandina Report (Operator)

- Tonnage report – February 2024
- Port issues/repairs (update)
- Capital Improvements (list update)

9. Old Business

- a. Customs & Border Protection facility (update, Zyscovich amended contract)
- b. OHPA document request to the Port Operator (update)
 - Resolution 2024-R05 (revenue report, Port of Fernandina operations)
- c. MARAD (Disposition of Fort Clinch tugboat)
- d. Resiliency Plan (Board feedback)

10. New Business

- a. Florida Ports Council Summer Planning meeting (June 19, 2024, Orlando)
- b. EPA Clean Ports Grant
- c. Budget FY 2023-24 amendment request (Commissioners' travel)
- d. FDOT Grant FM#444933-1-94-03 (USCBP Concept Planning)

11. Commissioners Reports and Comments

a. New development reports

b. Committee reports

- Port Security - Nelson
- FDOT – Nelson
- Port Facilities - Nelson
- Customs House - Fullwood
- Army Corp of Engineers - Fullwood
- Economic Development - Cole
- Emergency Management - Cole
- Transportation Planning Organization (TPO) - Hill
- Technical Advisory Committee (TAC) - Taylor
- Nassau Chamber of Commerce - Taylor
- City of Fernandina Beach - Taylor
- Keep Nassau Beautiful - Taylor
- Community Outreach - Fullwood

12. Administrative Office Manager Report

13. Other items to be brought by Commissioners

14. Adjournment

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



Minutes

OCEAN HIGHWAY & PORT AUTHORITY



Miriam R. Hill – Chair, District 1
Danny Fullwood – Commissioner, District 2
Justin Taylor – Vice Chair, District 3
Ray Nelson – Secretary/Treasurer, District 4
Mike Cole – Commissioner, District 5

Board Meeting Minutes

February 28, 2024

The Ocean Highway and Port Authority of Nassau County held its monthly meeting on Wednesday, February 28, 2024 at the Peck Center, Willie Mae Ashley Auditorium, 516 S 10th Street, Fernandina Beach, Florida 32034.

1. Public meeting Call to Order – Chair

Chair Hill called the meeting to order at 6PM.

2. Invocation

The invocation was given by Commissioner Cole.

3. Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Cole.

4. Roll Call: Miriam Hill, District 1; Danny Fullwood, District 2, Justin Taylor, District 3; Ray Nelson, District 4; Mike Cole, District 5

Roll call was conducted by Rossana Hebron, Administrative Office Manager. All Commissioners were present. Also in attendance were Patrick Krechowski, Port Attorney; Pierre LaPorte, Port Accountant; and Greg Haehl, Savage Vice President (Port Operator).

5. Recognition of elected Officials, Honored guests, Industry and Professional representatives, and others in attendance (Chairwoman)

Chair Hill acknowledged the presence of: Julia Roberts, Newsleader; Phil Griffin, Amelia Coastal Realty/broker; and two candidates for District 2 seat (Mr. Dubberly and Mr. Moore).

6. Public Comments on agenda items (Comments submitted prior to the meeting)

Chair Hill invited the public to submit a public comment request, none were submitted.

7. Regular Business:

a. Approval of Minutes

- January 24, 2024 Monthly Meeting
- February 5, 2023 Shade-Special Meeting
- February 14, 2024 OHPA Meeting

Vice Chairman Taylor motioned to approve all three minutes as submitted. Commissioner Cole second the motion.

There were no further discussions.

The Board voted unanimously in favor of the motion.

b. Port Attorney Report

Mr. Krechowski submitted a written report included in the meeting packet.

He reported no updates from the Florida Supreme Court on the Gulf Breeze matter. He explained there was no typical timeline for a case where a year was not uncommon. He suggested if the Board wishes to engage in conversation that they do so in a shade-type meeting given that it was a pending litigation. His last conversation with the opposing side was to wait for the State Supreme Court ruling. Chair Hill inquired if the last action was the filing of a tax assessment from the property appraiser. Mr. Krechowski confirmed and will add to the pending litigation. He added there were other similar local government (city and county) disputes in the State with Operating or management agreements.

Mr. Krechowski reported the City declined the OHPA settlement offer for the PILOT matter. He requested a shade meeting to discuss the COFB v. OHPA (PILOT) case at the next meeting on March 13th starting at 5PM. Mrs. Hebron will confirm the availability of the Peck Center auditorium. Vice Chair Taylor asked if the Property Appraiser case can be discussed at the same shade meeting. Mr. Krechowski explained it was a separate case; therefore, a separate meeting was necessary.

He also contacted Amy Poulson, Savage legal, and she confirmed Savage intends to purchase the Fort Clinch tugboat via an email. They requested to meet with OHPA and MARAD first. There was no update on the OHPA documents request to the Operator.

MARAD will provide written guidance on the disposition of the Fort Clinch tugboat. Chair Hill added she received an expression of interest from another towing company to purchase the tugboat. She asked the remaining Board members for guidance on the next action regarding the tugboat. Mr. Krechowski suggested to obtain clarification from DOT first before moving forward.

c. Port Accountant Report

Mr. LaPorte provided a written financial and Q1 report included in the meeting packet.

- **Financial report** – January 2023, Q1 Financial Statement
Mr. LaPorte reported revenue received was the ARPA reimbursement for the November and December payroll. Additionally, the Operator’s quarterly contribution/Q2 was also received.

OHPA continues to pay the Director’s salary (severance) until April 3rd. The Operator continues to pay for the Customs House expenses. There were no unusual activities to report.

He reported on the first quarter (FY Oct-Dec 2023) operations full financial report ending December 31, 2023. The balance sheet reflected the bank balances comparison from December 2022 and December 2023. The PILOT matter has both payables and receivables and will remain as such. There were no changes to the asset accounts. There was nothing special to note in the liabilities section of the report. The statement of operation compared the first quarter of 2022 and 2023. The biggest difference was the FDOT grants received as income and expenses related to the grants. These are reported in the income statements. Nothing unusual to report per Mr. LaPorte.

- **ARPA reimbursement update**
Mr. LaPorte submitted the spend-down plan for the remaining ARPA funds to FDOT. It was distributed to the full Board for review prior to the meeting. It is expected the funds will be expended completely through July 2024. Reimbursement requests are submitted every three months. The last reimbursement application must be submitted December 31, 2024.

The Executive Director’s last severance pay is April 3rd. The major expense had been the legal fees. Mr. LaPorte confirmed the finances are on track even after the ARPA funds are expended. There will be surplus funds to carry over into the new fiscal year starting October 21, 2024 as long as there will be no excessive spending moving forward.

- **FDOT Grant management policies and procedures (resolution, approval)**
The only suggestion from FDOT after the audit was to prepare a written OHPA grant management policies and procedures. A copy of the written draft was included in the meeting packet. It was also submitted to FDOT. They, in turn, confirmed it met their criteria and closed their audit.

The Board was presented with the Resolution 2024-R02 to adopt the policies and procedures. Commissioner Fullwood moved to approve the resolution. Commissioner Cole second the motion.

Discussion: Mr. LaPorte confirmed the policies and procedures documented what is being performed and followed by staff. There were no new roles

assigned. FDOT reviewed the policies and procedures during their audit and concurred there were proper controls in place and clear separation of roles and duties. Mr. LaPorte added the policies and procedures could change over time; it was not a static documentation.

The Board voted unanimously in favor of the motion.

- **2023 Financial Statements (Mauldin & Jenkins)**

The full Board was given pdf copies of the 2023 Financial Statements prior to the meeting. Wade Stansbury, Mauldin & Jenkins representative, is slated to present the 2023 Financial Statements in detail on April 24th.

Chair Hill thanked Mr. LaPorte for assisting and answering questions while transitioning into her role as Chair.

The Letter of Representation was approved by the Board at the last meeting. Mr. LaPorte explained the Letter confirms that OHPA was responsible for the financials; that OHPA provided all the necessary information for the report. It was essentially a reiteration of the signed Engagement Letter affirming that OHPA and Courson & Stam, as its accounting representative, were responsible for the internal controls, the reporting system, and decision-making for the entity that is OHPA. Mauldin & Jenkins would not release the Financial Statements without the signed Letter of Representation.

Ch. Hill confirmed the Board concurred with the April 24th date for the presentation.

- d. **Port of Fernandina Report (Operator)**

The Operator submitted a written report included in the meeting packet.

- **Tonnage report (January 2024)**

Mr. Haehl reported a great month in January with five vessel calls, wood and paper products from existing customers, consistent container volume, and consistent transformer storage. February promises to be equal in actions. He reports continuing efforts to seek more customers.

Mr. Haehl confirmed they hired Virginie Hacala as their New Customer Acquisition team member based out of Jacksonville.

Chair Hill inquired about the impact of the King tide on Port operations. Mr. Haehl confirmed no issues. He also explained the Port may accept different ships from the same shipping line. The Chair thanked the Operator for hosting a Port tour for the Commission and Congressman Aaron Bean and his staff.

The average stay for a woodpulp ship is about 4 to 5 days; and most are foreign import. The core customers ship woodpulp, KLB, and lumber for paper products. One of the core lumber customers is from Sweden.

Commissioner Cole clarified that two ships came in; one had woodpulp and the other KLB, both are ships from Roerborg customer.

The Port cannot use the cranes to unload cargo from the ships to the dock.

- **Port issues/repairs** (update)

Mr. Haehl reported they are waiting for the permit to repair the damaged warehouse roof.

Commissioner Cole asked about the security structure replacement. A bigger structure is expected to arrive in two weeks for installation per Mr. Haehl.

The security cameras installations and upgrades were completed a month ago.

There were no further discussions or questions.

- **Capital Improvements** (list update)

Not discussed.

8. Old Business

- a. **Customs & Border Protection facility** (update, Zyscovich amended contract)

The amendments that were discussed at the last meeting were incorporated onto the revised version. Copies were distributed to the full Board but not included in the meeting packet. Mrs. Hebron explained the Zyscovich's pdf has a protection applied that prevents its addition to an existing pdf document.

Mr. Krechowski confirmed amendments and edits were applied. There was a formatting issue from Zyscovich's software. Mr. Krechowski will request for a cleaner version. Chair Hill consented to sign the contract. She added that the Zyscovich staff were at the Port yesterday to survey the site. Commissioner Fullwood confirmed he was there along with Joel Dimick, Savage Project Manager; Jennifer Liston, Zyscovich; Kirk Drost, Kimley Horn; Steve Parrott and Eric Blair, Customs and Border Protection. Incidentally, Commissioner Fullwood reported that Steve Parrott was leaving the Port to relocate to Brunswick. Mrs. Hebron provided design and building requirements to all the aforementioned individuals yesterday.

Consequently, Commissioner Fullwood reported that he was denied entrance to the terminal until he was escorted by a Savage team member. He noted that was not customary procedure in the past. He has a TWIC card (Transportation Worker Identification Credential) that should have afforded him access to secure areas of maritime facilities. Mr. Haehl explained with all the traffic on the terminal, they now require escorts to control the traffic and congestion at the Port. He will

check into the matter. Commissioner Nelson complained that he had the same issue entering the Port. He understood the traffic concerns and added he was there one time with the Port Attorney when the Port was not busy and was required an escort. He explained it was a waste of resource and delayed their purpose for touring the Port. He reminded that they are Port Commissioners and some carry TWIC cards and should be allowed on the terminal without any incidents. He also conveyed that he always sends a notice via text or call prior to his arrival at the Port. He requested Mr. Haehl look into the matter.

Chair Hill suggested to back to the CBP facility item before moving on. Commissioner Fullwood reported from architects' views, the best location is the Customs House with a potential to establish an administrative office for OHPA. There will be space for a conference room but not for a public Board meeting. Chair Hill's thought was that the CBP facility has an impact to sell OHPA land. A request was added for more options than the original three on the scope of work. The cost of constructing a building on the other lots is not feasible.

b. **OHPA property sale** (Amelia Coastal Realty listing agreement, approval)

Chair Hill proposed to hold approval and signing of the listing agreement until Zyscovich submits their final recommendation/feedback. She reminded that one of the requests was feedback for the potential of another agency to co-locate on one of the OHPA properties and collect rent. The report would validate some of the Board's decision-making.

Mr. Krechowski reiterated that in the scope of work in the Zyscovich contract was to analyze other potential location. OHPA is paying for that analysis. There was no timeline on the listing agreement. Chair Hill added if OHPA signs the listing agreement and decides not to move forward with the sale of the property, OHPA would have to pay the \$1K fee.

Philip Griffin, Amelia Coastal Realty/selected broker, affirmed he can wait until OHPA is ready to move forward with the sale. He also offered to provide a second opinion of the other properties at no extra charge. As he explained in his executive summary, the property in question is most likely would be either for single family residential or office use. An office is a great buffer between a residential and industrial. He also mentioned he can assist with GSA lease. It would not require a separate agreement. If OHPA wishes to receive an official report on best use of property, he may charge a fee.

The Board thanked Mr. Griffin for his executive summary and for attending the meeting.

c. **OHPA document request to the Port Operator (update)**

Mr. Haehl asked what documents were requested and not received. Mr. Krechowski explained not receiving documents regarding the revenue of the Fort Clinch. He had been communicating with Amy Poulson, Savage legal. He added the tugboat is a public asset; therefore, is subject to public records request that OHPA is obligated to provide.

Mr. Haehl argued that their data is embedded in other reports and could not create or modify new reports. Mr. Krechowski suggested the revenue information must be maintained in a different way and not pooled with other information. Mr. Haehl asked OHPA to provide directions on how it wants to receive data and view the reports.

Chair Hill explained this matter is in line with the auditor's request to have written policies and procedures. With regard to the revenues and operations, having regular reports at a level that is efficient for the Board to have control and is consistent with the OHPA Charter is good practice.

Mr. Haehl argued that he was not saying the data does not exist but it is not readily available in a way that OHPA requests. He believes the Operator is only obligated to provide information that exist in reports that are readily available. Chair Hill cited that the Operating agreement requires the Operator to provide OHPA with records. It is the Board's responsibility to enforce said requirement. He encouraged further conversation with the Board regarding creating records. Mr. Krechowski added that it is not just the Charter but also Chapter 119 Statutes.

Chair Hill suggested at the next meeting, a resolution will be prepared that would allow the Board to adopt the basic reporting of quarterly revenues such as; dockage, wharfage, revenues from the tug, and warehousing. Mr. Krechowski volunteered to prepare the resolution.

d. **MARAD (Fort Clinch tugboat, update)**

Not discussed.

e. **Resiliency Plan (update)**

A draft of the Resiliency Plan was received after the deadline for documents to be included in the packet. It was distributed to the full Board for review at that time.

Chair Hill explained the idea of the Resiliency Plan is that OHPA would build back better. That it would identify opportunities for the Port to invest, infrastructure would be built better than the existing, as examples. The Plan must align with that of the City's for funding purposes. Mr. Haehl inquired if there was an existing grant earmarked for the projects. Mrs. Hebron will send a copy of the Resiliency Plan presentation to Mr. Haehl from the joint meeting with the City given by Jim McDonald, HNTB.

9. New Business

a. **Request for extension (FDOT G1W55- fabric warehouse)**

Chair Hill recalled the Board voted unanimously in support of the fabric warehouse. Savage team prepared a letter with narratives requesting an extension for said grant.

Vice Chair Taylor moved to approve the resolution 2024-R03. Commissioner Cole second the motion.

The Board voted unanimously in favor of the motion.

10. Commissioners Reports and Comments

a. New development reports

No reports.

b. Committee Reports

- **Port Security** – Nelson

The new security structure will be delivered tomorrow. Wiring and insulating will be added.

The security camera project is moving along. Some cameras will be replaced. The quality of the videos will be improved.

Chair Hill suggested to have a line of sight of the queuing station in case of incidents. Mr. Haehl will confirm.

- **FDOT** – Nelson

There was a meeting in January. Commissioner Nelson complimented Kyle Coffman, FDOT, for his assistance/guidance/direction with the grants. He suggested that when OHPA enters into a grant extension, it should holdfast with the timeline. In particular, grant G1W55 was awarded three years ago and nothing was done. Grant extensions should be avoided and unnecessary.

There is a meeting scheduled tomorrow. Commissioner Nelson will follow the fabric warehouse project and provide updates.

Mrs. Hebron advised the Board that there is an unexecuted grant FM#444933-1-94-03 for USCBP Concept Planning per FDOT records. The Board believed it was applied to the Zyscovich project.

- **Port Facilities** – Nelson

Liebherr container crane #9 – experiencing storm break issues. The controls have been ordered. Once received in two weeks, the issue will be resolved.

Container crane #10 – operational without issues.

Mobile harbor crane – used last week for the discharge of the KLB and woodpulp, no reported issues. Several hydraulic hoses scheduled for repairs and replacements.

OHPA trucks #619-624 – minor day-to-day maintenance issues.

Material for the rail dock canopy was delivered. Repairs will start tomorrow, and the contract permits work through the weekend.

Mr. Haehl requested a copy of the reports that Commissioner Nelson mentioned receiving. Commissioner Nelson explained Stan Herrington from the maintenance department provided the report. He questioned why the information was unknown to the Operator. Mr. Haehl disapproved of communications between the crew/team members and Commissioner Nelson without the manager's knowledge because some information might be misrepresented. Commissioner Nelson presumed that this was the reason for prohibiting the Board from entering the Port without an escort. Mr. Haehl suggested the Commissioners should approach Savage leadership for Port updates instead of speaking with team members. Commissioner Nelson argued that Savage leaders should report such updates to the Commissioners specifically him. Mr. Haehl argued that he gave the report during the Port Operator report.

Chair Hill interjected and suggested scheduling meetings with Savage team members to discuss areas of concern. She encouraged Commissioner Nelson to identify a member of the Savage leadership to share the team's concerns. Those should be reported to the Board during its meetings. No one member of the Board can make decisions or commitments on OHPA's behalf. Commissioner Nelson admitted some of the team members would prefer not to air their concerns in a public forum. He will continue to check on the Port and its crew. He will communicate the issues with Savage leadership. Mr. Haehl concurred and explained some team members are not authorized to convey the information or might not understand the details and efforts of leadership's decisions and might misrepresent the information.

Chair Hill sought assurance from Mr. Haehl that the team member named by Commissioner Nelson will not receive any repercussions for the reports he provided. Mr. Haehl confirmed there will be no retaliation against the individual.

Warehouse #3 – leaking issues and no repairs done.

- **Customs House** – Fullwood
Discussed under 8a (Old Business).
- **Army Corp of Engineers (ACOE)** – Fullwood
No report.
- **Economic Development** – Cole
On February 15th, the NCEDB met at the Callahan Fire Station for its Business Retention (BRE) meeting. Business on the west side gave presentations of their respective companies. One such business is the G3 Affordable Housing village and another from the Tradeplex.

There were discussions with Congressman Bean during his visit at the Port of doing a traffic survey on Friendly Road. He conveyed the matter with Jeff Sheffield and Jim Knight.

- **Emergency Management** – Cole
No report.
- **Transportation Planning Organization (TPO)** – Hill
No report.
- **Technical Advisory Committee (TAC)** – Taylor
Vice Chair Taylor will be out of town for the next TAC meeting in March. He will attend the April meeting.

Chair Hill explained the committee discuss potential uses of resources available through TPO.

- **Nassau Chamber of Commerce** – Taylor
Tomorrow evening is the annual awards dinner to celebrate the business community.
- **City of Fernandina Beach** – Taylor
Vice Chair Taylor thanked Mayor Bean for attending the Port tour last week with the Congressman.

Commissioner Fullwood apologized for not attending, he was at the hospital. He is doing well now.

- **Keep Nassau Beautiful** – Taylor
No report.
- **Community Outreach** – Fullwood
Commissioner Fullwood conveyed the public's concerns about the condition of the road between the bridge and Old Nassauville. He hoped that OHPA could prepare a letter to FDOT requesting a resolution.

Commissioner Cole explained repairs are scheduled not for another two years. Chair Hill will raise the issue at the next TPO meeting and will cite safety concerns. Incidentally, Mrs. Hebron posted the link for the TPO 2023 studies on OHPA's website for public reference.

11. Administrative Office Manager Report

Mrs. Hebron submitted a written report included in the meeting packet.

She did not find a resolution tied to the aforementioned unexecuted grant or any reference of it in previous meeting minutes. She will confirm with Kyle Coffman at the FDOT meeting tomorrow.

Chair Hill suggested to render the subject an emergency for a Board vote. She explained the grant was previously discussed by the Board to utilize it for the Customs House project. The Board identified the amount of the grant as sufficient. The Director at the time advised the grant was appropriate for the architectural services. The RFP was issued and received one bid from Zyscovich. The grant will expire in 30 days. The documentation that memorializes the Board's action was not found.

Commissioner Fullwood moved to declare the matter an emergency. Vice Chair Taylor second the motion.

The Board voted unanimously in favor of the motion.

Mr. Krechowski explained since the matter is declared an emergency, the Board may vote to approve the grant agreement and authorize the Chair to execute the grant.

Commissioner Fullwood moved to approve the grant and authorize the Chair to execute the grant. Vice Chair Taylor second the motion.

The Chair directed Mrs. Hebron to prepare a resolution to memorialize the corresponding execution.

Discussion: Vice Chair Taylor stated said grant was listed as one of the active grants on the spreadsheet provided by the former FDOT contact person, Hunter Livingston. Mr. LaPorte argued that he received an updated list and said grant was not listed. He will confirm with Mr. Coffman tomorrow at the FDOT meeting.

The Board unanimously voted in favor of the motion.

12. Other items to be brought by Commissioners

None

13. Adjournment

With no other items brought before the Board, the meeting was adjourned at 7:37pm.

Date _____



Port Attorney Report

TO: OCEAN HIGHWAY AND PORT AUTHORITY

FROM: PATRICK W. KRECHOWSKI, PORT ATTORNEY

RE: ATTORNEY'S REPORT

DATE: March 6, 2024

Nassau County Property Appraiser

Hickox v. OHPA & OHPA v. Hickox

Current cases remains pending. Discovery initiated.

Cases consolidated by Order of the Court on March 1, 2023.

Port Operator has issued tender of indemnity and defense, under a reservation of rights.

Active litigation is subject to attorney-client confidentiality privilege.

COFB v. OHPA

Case remains pending. Trial date set for May 22-23, 2024 (pre-trial conference May 2, 2024).

Settlement discussions with City ongoing.

OHPA Shade Meeting 3/13; COFB Shade Meeting 3/19.

Active litigation is subject to attorney-client confidentiality privilege.

Miscellaneous

Disposition of Fort Clinch

Real Estate Broker RFQ and selection.

Fabric Warehouse agreements.

Port Operator Documents Provided (status of review TBD).



Port Accountant Report

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Account Balances - February 29, 2024

Account Name	Acct Num	29-Feb	31-Jan
Operating	x3328	141,009.76	129,979.50
Other - Admin Acct	x6714	284.92	103.16
Maintenance	x4519	91,902.06	81,902.06

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Customs House

Monthly Financial Report - February 2024

	February	YTD ACTUAL	BUDGET 2023-2024
INCOME			
GSA - Customs House - RENTAL INCOME	0.00	0.00	0.00
Reimbursements	743.92	1,960.27	0.00
WWT Contribution	9,471.47	9,471.47	0.00
Miscellaneous	0.00	0.00	0.00
TOTAL INCOME	10,215.39	11,431.74	0.00
CUSTOMS HOUSE			
Bug Out Pest Control	0.00		0.00
River Pest Control Termite Bond	0.00	0.00	0.00
Bug Out Termite Bond	0.00	0.00	0.00
Cleaning Service	0.00	0.00	0.00
City of Fernandina Beach (Water)	0.00	468.98	0.00
Florida Public Utilities (Electric)	298.59	1,504.24	0.00
Misc. Expense (IT Equipment)	37,885.88	37,885.88	0.00
Maintenance	0.00	0.00	0.00
TOTAL CUSTOMS HOUSE	38,184.47	39,859.10	0.00
<u>Net Increase(decrease) in Funds</u>	<u>-27,969.08</u>	<u>-28,427.36</u>	<u>0.00</u>

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Monthly Financial Report - February 2024

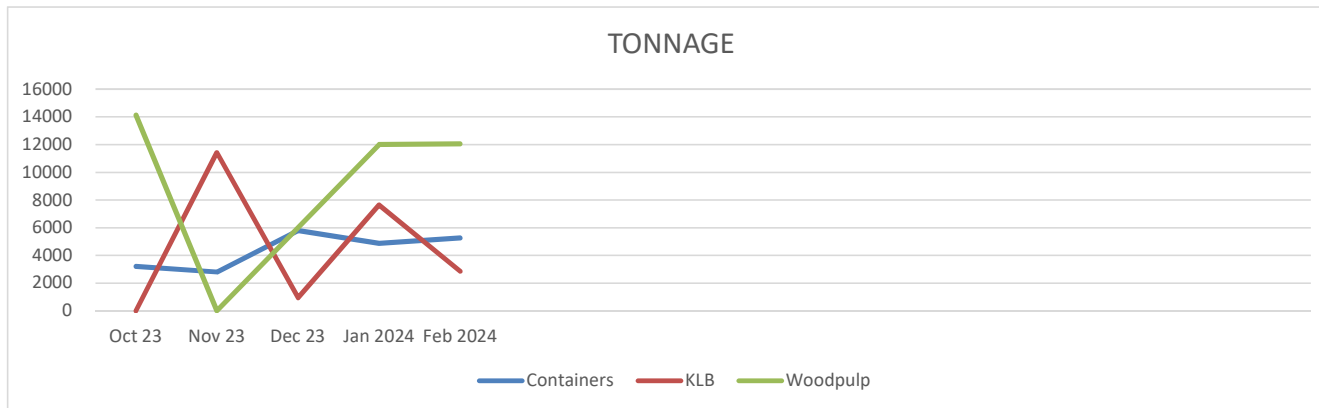
	February	YTD ACTUAL	BUDGET 2023-2024
Revenues			
Quarterly Fee	76,613.12	153,226.24	308,897.68
Misc Income	0.00	17,377.41	2,000.00
ARPA Reimbursement	0.00	132,572.25	150,000.00
Port Revenue - Harbor Admin	0.00	2,487.50	14,500.00
WWT Contribution	13,197.57	13,197.57	0.00
Port Revenue- Bunkering	0.00	325.00	7,500.00
TOTAL REVENUES	89,810.69	319,185.97	482,897.68
EXPENSES			
COMMISSION DIRECT			
Salaries - Commissioners	10,000.00	50,000.00	120,000.00
Payroll Taxes	1,983.88	9,711.68	11,361.00
Unemployment	77.01	146.09	75.00
Conferences & Travel	0.00	0.00	1,000.00
Insurance	0.00	0.00	1,134.00
WC-Insurance	0.00	0.00	5,102.00
Unpaid Legal Fees	0.00	0.00	80,000.00
Salaries - Board Attorney	4,832.50	114,231.01	60,000.00
TOTAL COMMISSION DIRECT	16,893.39	174,088.78	278,672.00
COMMISSION OPERATION			
Salaries - Exec Director	10,833.33	54,166.65	0.00
Bus Dev Expenses	0.00	0.00	5,000.00
Travel	742.57	742.57	1,000.00
Salaries- Accountant	3,800.00	9,500.00	22,800.00
Salaries - Office Administrator	4,916.67	24,341.58	63,600.00
Expenses - Office	130.25	4,483.78	4,000.00
Ports Council Representative	0.00	0.00	10,000.00
Travel - Office Admin	0.00	100.00	100.00
Rent-Peck Center	281.74	1,408.70	3,401.67
TOTAL COMMISSION OPERATION	20,704.56	94,743.28	109,901.67
COMMISSION DISCRETIONARY			
Dept. of Revenue (Special Dist. Fee)	0.00	175.00	225.00
TPO. - Membership	0.00	1,497.00	1,497.00
Greater Nassau Chamber of Commerce	0.00	0.00	325.00
Advertisement	0.00	0.00	600.00
Web Site	15.99	90.45	500.00
Awards & Presentations	0.00	0.00	120.00
Discretionary	0.00	0.00	720.00
TOTAL COMMISSION DISCRETIONARY	15.99	1,762.45	3,987.00
PORT OPERATIONS			
CSX Right of Way Fee	0.00	0.00	750.00
Insurance	0.00	0.00	18,206.00
Audit	12,900.00	27,900.00	28,000.00
FL Ports Council Dues	28,697.57	28,697.57	15,500.00
Nassau Cty Economic Dev Board	0.00	0.00	1,000.00
TOTAL PORT OPERATIONS	41,597.57	56,597.57	63,456.00
TOTAL EXPENSES	79,211.51	327,192.08	456,016.67
Excess Revenues over Expenditures	10,599.18	-8,006.11	26,881.01



Port Operator Report

**Worldwide Terminals
Port of Fernandina
Tonnage By Commodity
2024**

Commodity	2023 Total	2024 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2024 YTD	2023 YTD	Variance
Containers																
Throughput Number	7,929	470	505											975	1,104	(129)
Container Tons	47,946	4,855	5,263											10,118	8,646	1,472
Total Equivalent Units (TEUS)	8,632	472	512											984	1,367	(383)
Restow TEUS	0	0	0											0	0	0
Breakbulk Cargo																
Kraft Liner Board (KLB)	47,084	7,633	2,866											10,499	7,310	3,189
Lumber	12,781	0	0											0	5,137	(5,137)
Plywood/Hardboard	16,940	0	0											0	0	0
Steel	0	0	0											0	0	-
Woodpulp	113,935	12,008	12,041											24,049	22,872	1,177
Breakbulk Other	17,474	0	0											0	17,284	(17,284)
Bulk Cargo	30	5	18											23	0	23
Total General Tons	208,244	19,646	14,925	0	0	0	0	0	0	0	0	0	0	34,571	52,603	(18,032)
Total Tons	256,190	24,501	20,188	0	0	0	0	0	0	0	0	0	0	44,689	61,249	(16,560)
Dockage Days																
Dockage Days	144	12	23											35	32	3
Vessel Port Calls																
Vessel Port Calls	55	5	12											17	10	7
Total rail cars																
Total rail cars	1,760	118	148											266	251	15
Average trucks per day																
Average trucks per day		16	20													





Old Business

***OHPA Request for Documents from the Port Operator (Sep. 18, 2023)**

Time Period

June 2022 through August 2023

Information and Documents Requested

1. All records of actual loading tonnage;
2. All Manifests produced by the Port Operator and submitted to the U.S. Customs & Border Patrol;
3. All “Warehouse Mate’s Receipts”, including all amended and/or corrected Mate’s receipts;
4. All Agent Reports;
5. All “Stowage and Discharge Plans” (or similarly named plans and reports) for each vessel;
6. All Bunkering and/or Gate Logs, and;
7. All invoices, work orders, receipts related to the OHPA tug boat.

Documents submitted to OHPA by the Port Operator: (in response to the request above)

1. 2023 Vessels
2. Fort Clinch Invoices/Pos/Receipts
3. Stowage Discharge plans
4. Truck logs
5. Warehouse Mate’s receipts

OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY,
FLORIDA RESOLUTION NO. 2024-R05

A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY,
FLORIDA, REQUIRING A QUARTERLY REVENUE REPORT FOR THE PORT OF FERNANDINA; PROVIDING
FOR AN EFFECTIVE DATE

WHEREAS, the Ocean Highway and Port Authority of Nassau County, Florida (“OHPA”) is an independent, special district created and chartered under the laws of the State of Florida, Chapter 2005-293, as authorized by Florida Statutes, Chapter 189.

WHEREAS, OHPA has the authority and obligation to request a quarterly revenue report for the Port of Fernandina as available and applicable.

WHEREAS, PURSUANT TO FLORIDA LAW AND THE OPERATING AGREEMENT BETWEEN THE PORT OPERATOR AND OHPA, THE PORT OPERATOR SHALL PREPARE AND PROVIDE TO OHPA QUARTERLY (BASED ON OHPA’S FISCAL YEAR) REPORTS REFLECTING ALL REVENUES GENERATED AND COLLECTED BY THE PORT OPERATOR AT THE PORT OF FERNANDINA. THE QUARTERLY REPORTS SHALL INCLUDE ALL REVENUES RELATED TO CARGO HANDLING, WAREHOUSING AND STORAGE, AND ANY OTHER REVENUES GENERATED FROM PORT OPERATIONS, USE OF THE PORT FACILITY AND/OR USE OF EQUIPMENT AND MATERIALS OWNED BY OHPA.

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

Section 1. OHPA requires the quarterly revenue report described above.

RESOLVED FURTHER THAT the Ocean Highway and Port Authority of Nassau County, Florida hereby adopts the foregoing Resolution, dated this _____ day of _____, 2024.

OCEAN HIGHWAY AND PORT AUTHORITY
OF NASSAU COUNTY, FLORIDA

Miriam Hill, as its Chairwoman

ATTEST:

Justin Taylor, as its Vice Chairman

PORT OF FERNANDINA

2024 SEARIP

Seaport Enhancement, Adaptation, and Resilience Implementation Plan



EXECUTIVE SUMMARY

The Port of Fernandina (“Port”) Seaport Enhancement, Adaptation, and Resilience Implementation Plan (“SEARIP, Resiliency Plan, or the Plan”) was developed in coordination with the Ocean Highway and Port Authority (OHPA) of Nassau County, and the Florida Department of Transportation (FDOT) Office of Policy Planning and Seaport Office, in consultation with HNTB Corporation. This Resiliency Plan provides an overview of the Port’s existing infrastructure and equipment required to support the day-to-day operations of the Port. The SEARIP is intended to provide FDOT and OHPA with a comprehensive resource to assess existing impact conditions, determine vulnerabilities, provide an infrastructure mitigation plan for priority solutions, initiate intergovernmental coordination, and generate opportunities for project funding and potential future implementation.

The Port, owned by OHPA, is situated on approximately twenty-three waterfront acres located adjacent to a historic residential neighborhood and is zoned for commercial and industrial development. The Port’s waterfront provides a 1,200 linear feet (LF) concrete wharf with two berths and an apron width between 85 to 120 feet. The dock can accommodate two handy class vessels simultaneously serving container, bulk, or break carriers. Ships are served by two rail-mounted ship-to-shore gantry cranes, a mobile harbor crane, and a Clyde “Whirley” crane. The Port’s harbor is dredged to -40 feet of Mean Low Low Water (MLLW), allowing access to most panamax-sized freight vessels and many container vessels. The US Army Corps of Engineers (USACE) maintains the channel and turning basin, which measures 1,600 feet and has a depth of 36 feet MLLW. The Port terminal area has approximately 200,000 square feet of covered storage space, comprised of both warehouses and open sheds. An additional nine acres of open air or outside storage is available with three to four acres or one-third reserved for container storage, and four to five acres for general storage, containers, or non-weather sensitive breakbulk cargoes like wrapped lumber, ingots, billets, or barrels.

The Port is an economic engine that, as of 2021, generates nearly 600 direct, indirect, and induced jobs. The 236 jobs classified as “direct” generated \$15.2 million in wages, for average earnings of \$64,269 per direct employee – more than 20% above the local average. In total, \$55.3 million of personal income and local consumption was supported by Port operations. Additionally, the total economic value of the marine cargo, vessel, and logistics activity at the Port is estimated to be \$73.3 million. The OHPA continues to expand on previous efforts while incorporating market conditions that impact the Port and surrounding commercial industries and community as described in the 2023 Master Plan¹.

Naturally occurring or anthropogenic causes create disruptions for the ports that impair and halt critical domestic and international trade, terminal operations, and related economic activities. This study considers the Port of Fernandina terminal impacts along with other potential impacts to its operator Savage Marine, the Genesee and Wyoming (G&W) First Coast Railway that bisects the terminal, and the adjacent WestRock paper mill. Loss of revenue workdays for the Port and partners caused by impacts including flooding, storm surge, and wind damage have created past challenges and can create future challenges for the Port Authority if not mitigated. The Port’s adaptive capacity to recover from disruptions defines its resiliency as it relates to risk management, mitigation, business continuity, and resumption of trade and logistics. Ports offer waterfront infrastructure like docks, storage, and equipment necessary to connect domestic and international supply chains, provide FTZ’s (Foreign Trade Zones) and other incentives to facilitate trade, create high-paying skilled workforce, generate local economic opportunities, and provide safe, stable, and secure facilities supporting many event recovery efforts.

¹ OHPA Port of Fernandina 10-Year Strategic Master Plan Update, [OHPA 10-Year Strategic Master Plan](#)



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GLOSSARY OF ACRONYMS AND TERMS

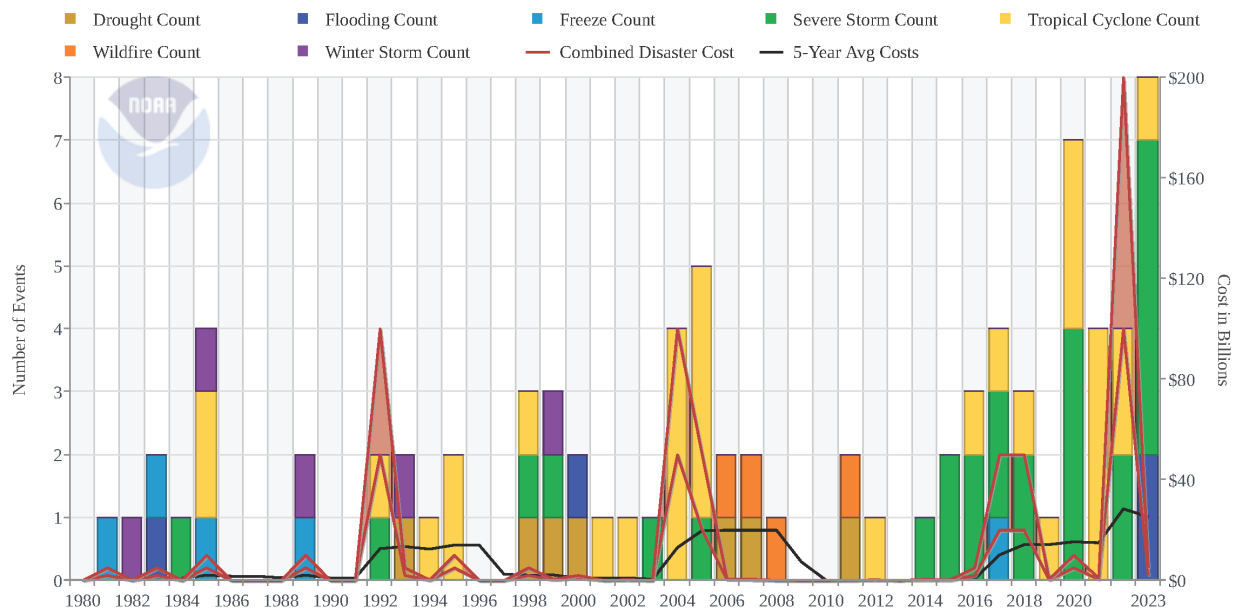
A list of acronyms and terms used in this plan are defined below. These terms are related to the seaport industry, state and federal transportation, science, and resilience resources.

Adaptation	Adjustment in natural or human systems in anticipation of or in response to a changing environment in a way that effectively uses beneficial opportunities or reduces negative effects
AIWW	Atlantic Intracoastal Waterway
Break-Bulk	System of transporting typically like cargo or goods by the piece separately, rather than in a container typically with crates, bags, boxes, drums, barrels, or bundles
Bulk	Cargo or goods unpackaged moved in large quantities and transported in vessels, trains, trucks, and pipelines and come in two typical forms dry and liquid
Exposure	When an asset or system experiences direct effects of climate variability or extreme weather events. Exposure is a prerequisite for vulnerability
Hazard	Encompasses both shocks and stresses as defined below
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FPC	Florida Ports Council
FSTED	Florida Seaport Transportation and Economic Development
G&W FCRD	Genesee and Wyoming First Coast Railroad
HAZMAT	Hazardous cargo is considered 'dangerous goods' and encompasses substances or materials that pose some type of risk
King Tide	Exceptionally high tide, typically occurring during a new or full moon
MARAD	United States Department of Transportation Maritime Administration
MHW	Mean high water
MHHW	Mean high high-water
MLW	Mean low water
MLLW	Mean low low-water
NHFN	National Highway Freight Network
NOAA	National Oceanic Atmospheric Administration
PHFS	Primary Highway Freight System
Resilience	The ability to adapt to change and prepare for, withstand, and recover from disruption
Risk	A combination of the likelihood that an asset will experience a particular impact, and the severity or consequence of that impact
SEARIP	Seaport Enhancement, Adaptation, and Resilience Implementation Plan
Shocks	Unexpected short-term deviations from trends that can have a range of substantial negative effects. These include events such as hurricanes
SF, Sqft.	Square Feet
Storm Surge	The extraordinary rise in seawater level during a storm event, measured as the height of the water above the normal predicted astronomical tide at a given time
Storm Tide	Total observed water level during a storm; the combination of storm surge and normal high tide
Stresses	Long-term trends or pressures that undermine the stability of a system and increase vulnerability, such as sea level rise and changing climate patterns
TEU	Twenty-foot equivalent unit, an equivalency measures due to various shipping container lengths in the global shipping market (e.g., 20 ft, 40 ft, 45 ft, and 53 ft)
USACE	United States Army Corps of Engineers
Vulnerability	The degree to which a system is susceptible to, or unable to cope with adverse effects of weather, climate, terrorism, theft, fire, accidents, and other events

INTRODUCTION

With **76.5% of Florida's population living in coastal managed areas**, communities like Fernandina Beach play a crucial role in the state's economy. Florida remains the 3rd most populous state with a 2023 growth rate of 1.6% and 22,610,726 total population² and 137,401,000 visitors in 2022³. According to the National Oceanic and Atmospheric Administration's (NOAA) Office of Coastal Management, \$302.8 billion is contributed to annual employment wages from the state's coastal communities⁴. Florida's shoreline Gross State Product (GSP) exceeds \$402 billion, more than double that of inland economies.⁵ While coastal communities offer world-renowned quality of life and regularly rank among the top U.S. coastal communities to live and work, they also come with major risks and impacts caused by flooding, severe storms, tropical cyclones, and other disaster events. Costs from major events have been on the rise in Florida communities since 2014 as shown in Table 1, which provides impact costs from top event types by year. 2023 was a record year with impacts exceeding \$200 billion threatening the State's economy, insurance costs, critical assets, environmental habitat, international trade, and tourism, which includes the state's public seaports system.

Table 1 - Florida Billion-Dollar Disaster Events 1980-2023(CPI Adjusted)



Source: NOAA, Billion-Dollar Weather and Climate Disasters, updated January 9, 2024, Florida Summary

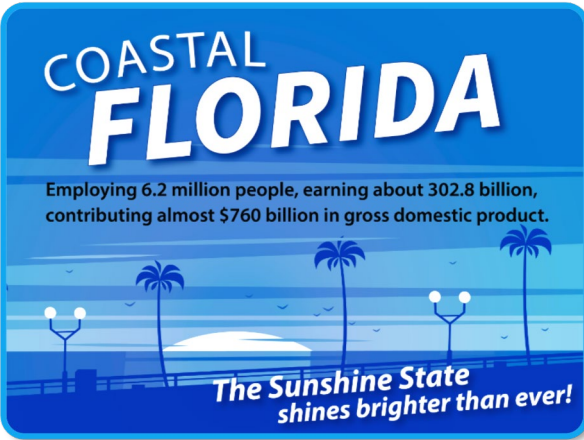
From 1980–2023, there were 83 confirmed disaster events across Florida that exceeded the \$1 billion impact threshold. These events included four major floods, four wildfires, five freezes, five winter storms, seven droughts, 26 severe storms, and 32 tropical cyclones. The overall 43-year period saw an annual average of 1.9 events per year and 4.8 annual event average for the most recent five-year period (2019–2023).

² United States Census Bureau, Quick Facts Florida, US Census Florida Quick Facts [US Census Bureau Florida Fast Facts](#)

³ Visit Florida, Research, Visitor Study 2022, <https://www.visitflorida.org/resources/research/>

⁴ National Oceanic and Atmospheric Administration, Coastal Management Office, Florida Facts, [NOAA Florida Coastal Economy](#)

⁵ Florida Department of Environmental Protection (FDEP), [Investing in Florida's Coastal and Oceans Future \(floridadep.gov\)](#)



Source: NOAA Florida Fast Facts

FLORIDA'S PORTS

Ports offer unique infrastructure that facilitates the movement and transfer of goods and services across multiple modes of transport including, trucks, trains, and ships, and are hubs for both domestic and international trade. Florida's 16 deepwater ports contribute more than \$117 billion in economic value to the state's economy. Florida's coastal contributors like ports, the cruise industry, and beaches employ 6.2 million people earning over \$300 billion and contributing \$760 billion to the State GDP⁶. Florida's ports contribute over 13.3% of the state GDP and provide

investments in robust infrastructure enhancing supply chain resiliency and establishing capability for resistance and recovery⁷. This means providing a plan to mitigate disruptions and greatly limit impacts by identifying vulnerability and abating the greatest risks feasible. Operational risk and interruption threaten multiple areas of the supply chain, and ultimately impact the safety, profitability, and sustainability of a port facility, its governing body, or the broader region they serve. Ports are vital connections within a supply chain that generate economic activities including jobs, skilled labor, supply chain activities, goods and materials movement, industrial development, security, and disaster recovery.



Source: Photo Courtesy of Ocean Highway and Port Authority, 2023

OVERVIEW OF PORT OF FERNANDINA

The Port of Fernandina is located on Florida's Atlantic Coast, providing port and terminal service for imports and exports to more than 14 pulp and paper producers located throughout Florida and the Southeastern United States.

Lumber export services are included in these imports and exports to several companies with mills in the Southeast. In FY2022/2023, the Port reported moving 9,355 twenty foot equivalent units (TEUs) containers and a total cargo tonnage of 269,504. With in five years the Port projects to grow to a total of 13,500 TEUs and increase tonnage to 400,000. The Port's top international trading partners by value include exports to Sweden of wood pulp, Brazil of hard board, Norway of lumber, and imports from Ecuador of KLB (Kraft Liner Board)⁸. According to the OHPA Port of Fernandina Master Plan the distribution of KLB, lumber, and Wood pulp has been steadily growing.⁹ To better accommodate customers, capital investments of nearly \$10 million have been made in recent years, and additional

⁶ NOAA Fast Facts, <https://coast.noaa.gov/states/florida>

⁷ Florida Ports Council (FPC), 2023-2024 Seaport Mission Plan, pages, 4-5, printed version, online version forthcoming <https://flaports.org/>

⁸ Ibid, FPC Seaport Mission Plan, page 39

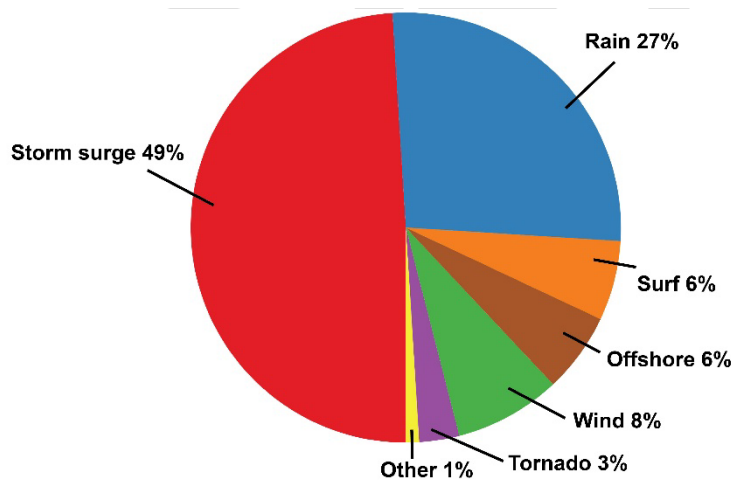
⁹ OHPA Port of Fernandina Master Plan, pages 72-73, [OHPA Master Plan](#)

investments are planned to include Florida Seaport Transportation and Economic Development (FSTED) grants for FY 2024/2025 of \$2 million for other structures and \$3 million for decarbonization of operations.⁸ The Port recently deepened its berths to 40 feet MLLW, added 3 new cranes, and a new Terminal Operating System. It has replaced and upgraded its fleet of cargo handling equipment for all types of cargo. The USACE recently maintenance dredged the federal access channel to the Port providing access for vessel drafts of up to 40 feet.

The Port is contemplating expansion opportunities to increase the capacity of the Port’s on-dock warehouses and rail trans-loading facilities, as well as to modernize the Port’s truck gates. The Port currently has 230,000 SF of on-port warehouse facilities, over 130,000 SF of off-port warehouse facilities, and daily on-dock rail services. It also has a fully certified Container Freight Station and will soon be adding Foreign Trade Zone designation.

Located in Nassau County on the Atlantic Intra-coastal Waterway (AIWW), which is designated M-95 a MARAD Marine Highway and direct access to the Atlantic Ocean. Due to the Port’s geographic location, the terminal and operating areas are natural catchments for tidal flows and hydraulic currents. The Atlantic Coast in general is specifically vulnerable to water-related natural disasters and effects including hurricanes, king tides, and flooding¹⁰. Rainfall flooding, storm surge, and tidal flooding are the most common impacts that Florida’s coastal communities face during and after storms. NOAA recognizes water, in the form of storm surge, as the greatest threat to life during hurricanes. NOAA defines storm surge as the rise in seawater level during a storm, measured as being over and above the predicted astronomical tide. Storm surge is primarily caused by wind, pushing the water to shore. On the other hand, storm tide is the total observed seawater level during a storm, or the combination of storm surge and normal high tide.

Figure 1 – Deaths from Atlantic Tropical Cyclones 1963-2012



Source: NOAA Resource Hurricanes, NOAA Online

Note: Chart adapted from Fatalities in the United States from Atlantic Tropical Cyclones: New Data and Interpretation by Edward N. Rappaport, 2014

82% OF TROPICAL CYCLONE DEATHS CAN BE ATTRIBUTED TO STORM SURGE, RAIN, AND SURF.

Impacts from sea level-rise, and tidal flooding have profound effects on surrounding areas and communities. Extensive infrastructural damage is one of the most common effects of water-related disasters. Common infrastructural damage includes power, water, and gas outages; disruption of transportation routes and the supply chain; and physical damage to buildings and roads.¹¹ These effects can be mitigated through the construction of resilient infrastructure and are addressed in this plan.

Population density is increasing in Nassau County, meaning that more people have the potential to be impacted by natural disasters. Most of the Atlantic coastline is less than 10 feet below mean sea level, and additional storm surge makes

¹⁰ NOAA Maritime Transportation Terms, <https://oceanservice.noaa.gov/facts/oceanfacts-maritime.php>

¹¹ FEMA Protection Act Flood Impact, [Flood | Impact \(fema.gov\)](https://www.fema.gov/flood-impact)

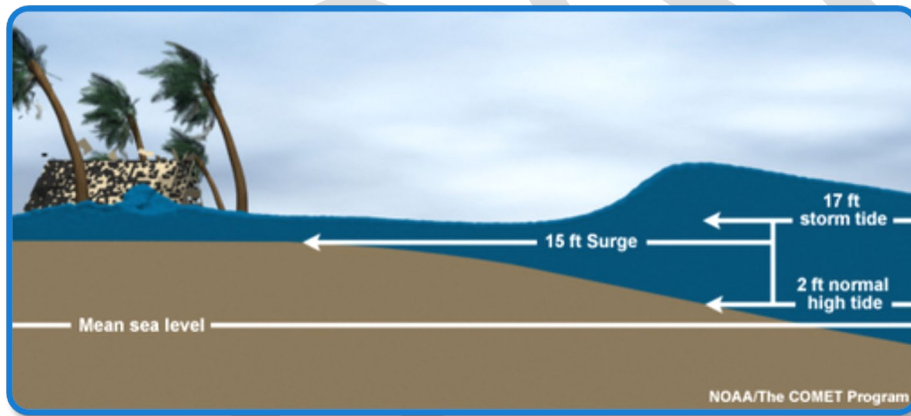
these areas even more vulnerable to flooding. Similarly, 72% of ports in the State are at or below 4 feet elevation.¹² Storm surges and other types of flooding can significantly impact port operations due to their coastal locations and low mean sea levels.

SEARIP PURPOSE AND NEED

The Port of Fernandina has experienced naturally occurring or anthropogenic impacts and disruptions that impair and even halt critical terminal operations including freight handling, safe and secure storage, trade and logistics, and revenue-generating economic activities. *The Port’s adaptive capacity to recover from disruptions defines its resiliency as it relates to risk management, mitigation, business continuity, and resumption of trade and logistics.* Port operations must be resilient in times of disruption and are expected to remain connected to the global shipping network, as well as to provide infrastructure and services. When terminal operations are disrupted with regular or increasing frequency, businesses and tenants that directly or indirectly rely on a port may have an economic obligation to consider options better prepared to overcome or withstand impacts.

Common outcomes of port disruption include cargo loss, degradation of handling performances, loss of revenue, and ultimate loss of customers. It is important that ports are resilient to economic downturns, natural disasters, maintenance-related accidents, and other disasters that could potentially affect the Port, key stakeholders, and surrounding areas.

Figure 2 - NOAA Storm Surge vs. Storm Tide



Source: NOAA Resource Storm Surge Overview, <https://www.nhc.noaa.gov/surge/#FACTS>

Building resilient infrastructure is important to combat flooding caused by storm surges and to preserve the built environment. Figure 2 illustrates storm surge and storm tidal impacts on inland resources. Resilient infrastructure is also integral to maintaining economic activity.

Over half of the nation’s economic productivity is in coastal zones, and port operations are integral to this productivity.¹³ Planning for resiliency is a means to harden infrastructure, mitigating negative impacts from economic downturns and natural disasters at the Port of Fernandina. This resiliency plan aims to analyze the Port and possible strategies for enhancing and protecting its coastal infrastructure.

EXISTING CONDITIONS OF FERNANDINA PORT

The Port of Fernandina is located within the boundaries of the City of Fernandina Beach in the northeast corner of the State of Florida, two miles offshore from the Atlantic Coast and along the Amelia River. Consisting of one deep water shipping terminal, the Port is strategically located, giving the terminal

¹² NOAA National Hurricane Center and Central Pacific Hurricane Center, [Storm Surge Overview \(noaa.gov\)](https://www.nhc.noaa.gov/surge/#FACTS)

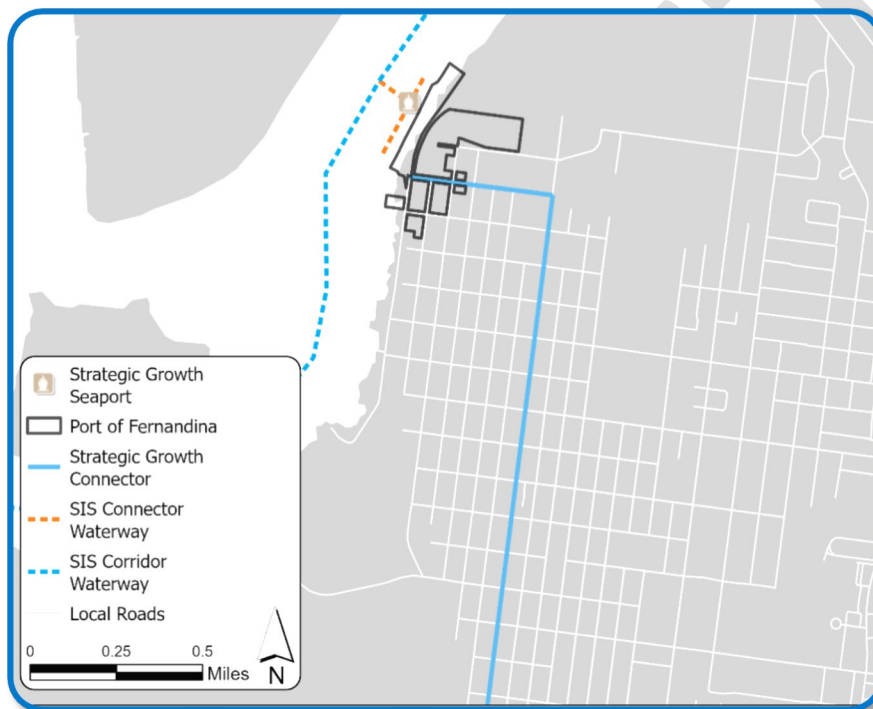
¹³ Ibis, [Storm Surge Overview \(noaa.gov\)](https://www.nhc.noaa.gov/surge/#FACTS)

access to roadways, railways, a navigational channel, and other related facilities. The Port is located approximately 26 miles east from exit 373 off I-95, up East State Road 200 which becomes South 8th Street a four-lane divide highway, then a left turn on Dade Street to the OHPA entrance gates. The roadway network in the immediate area consists of major arterial, collector roads, and local residential streets. The I-95 Interstate is designated a Primary Highway Freight System (PHFS) as part of the National Highway Freight network (NHFN).

Strategic Intermodal Systems

The Strategic Intermodal System (SIS) is a network of priority multimodal transportation facilities across Florida. These facilities aim to provide mobility of people and goods at the highest level. SIS facilities are

Figure 3 - SIS Roads, Waterways, and Connectors Surrounding the Port of Fernandina, Source: FDOT, Nassau County Property Appraiser



Source: HNTB GIS Map with FDOT SIS Layers

identified as such for the state to prioritize funding and resources on these facilities that prove interregional significance.¹⁴ The objectives of this system are to enhance interregional connectivity, intermodal connectivity, and economic competitiveness. Figure 3 demonstrates the Port of Fernandina’s advantageous position in Northeast Florida and its SIS designation and connectivity.

Strategic Growth Seaport
While the Port of Fernandina itself is not a SIS Seaport, it is

recognized by FDOT as a Strategic Growth Seaport. Strategic growth facilities are recognized through the 2016 SIS Policy Plan and replace the concept of “Emerging SIS” facilities. SIS Public Seaports must account for:

- Greater than or equal to 1% of Florida’s total annual freight volume in tons
- Greater than or equal to 1% of Florida’s total annual container volume measured in TEUS.
- Greater than or equal to 250,000 annual home-port cruise ship passengers.¹⁵

Fernandina does not meet SIS requirements, as its total annual freight volume and container volume do not account for 1% of the State’s freight and container volume. However, the Port of Fernandina is integral to Florida’s connectivity and economic competitiveness and is a strategic facility in the region.

¹⁴ FDOT Strategic Intermodal System, [SIS one pager briefing](#)

¹⁵ FDOT Strategic Intermodal System, [SIS-facility-designation-finn.pdf](#)

SIS Highways and Waterways

The Port of Fernandina is surrounded by SIS-related corridors and facilities, including a Strategic Growth Connector, SIS Connector Waterway, and SIS Corridor Waterway. These modes of transit also allow connectivity between other metropolitan regions, giving the Port regional significance.

Dade St., connecting from North Front Street to North 8th Street is designated as a SIS Highway Strategic Growth Connector. FDOT AADT data shows that this street experiences up to 5,000 cars daily and is one of the busiest streets in the area. Due to its proximity to the Port, the West Rock Paper Mill, NHFN, and the Genesee and Wyoming First Coast Railroad, this Strategic Growth Connector is integral to the area's modal success.

The Port of Fernandina is situated alongside the Amelia River, a SIS Corridor Waterway. The immediate area around the Port is designated as a SIS Connector Waterway, mainly only serving the Port and ensuring its connection to the SIS Connector. The SIS Connector runs parallel with the State's East Coast, reaching all the way from Northeast Florida to the Florida Keys, spanning the entire state. Connection on Florida's east coast relies on this waterway.

Strategic Intermodal System Railway

The Port of Fernandina is strategically located next to a SIS Rail Corridor served by Class III Genesee and Wyoming First Coast Railway¹⁶ which interchanges with the CSX mainline Class I railroad at Yulee, Florida. The Shortline averages more than two trains daily and provides storage for more than 69 rail car spots along its 46 miles of track in Florida. The railway bisects the Port's property, making it heavily involved in Port operations, and connecting the Port to the West Rock Paper Mill.



Source: Photo courtesy of HNTB Staff

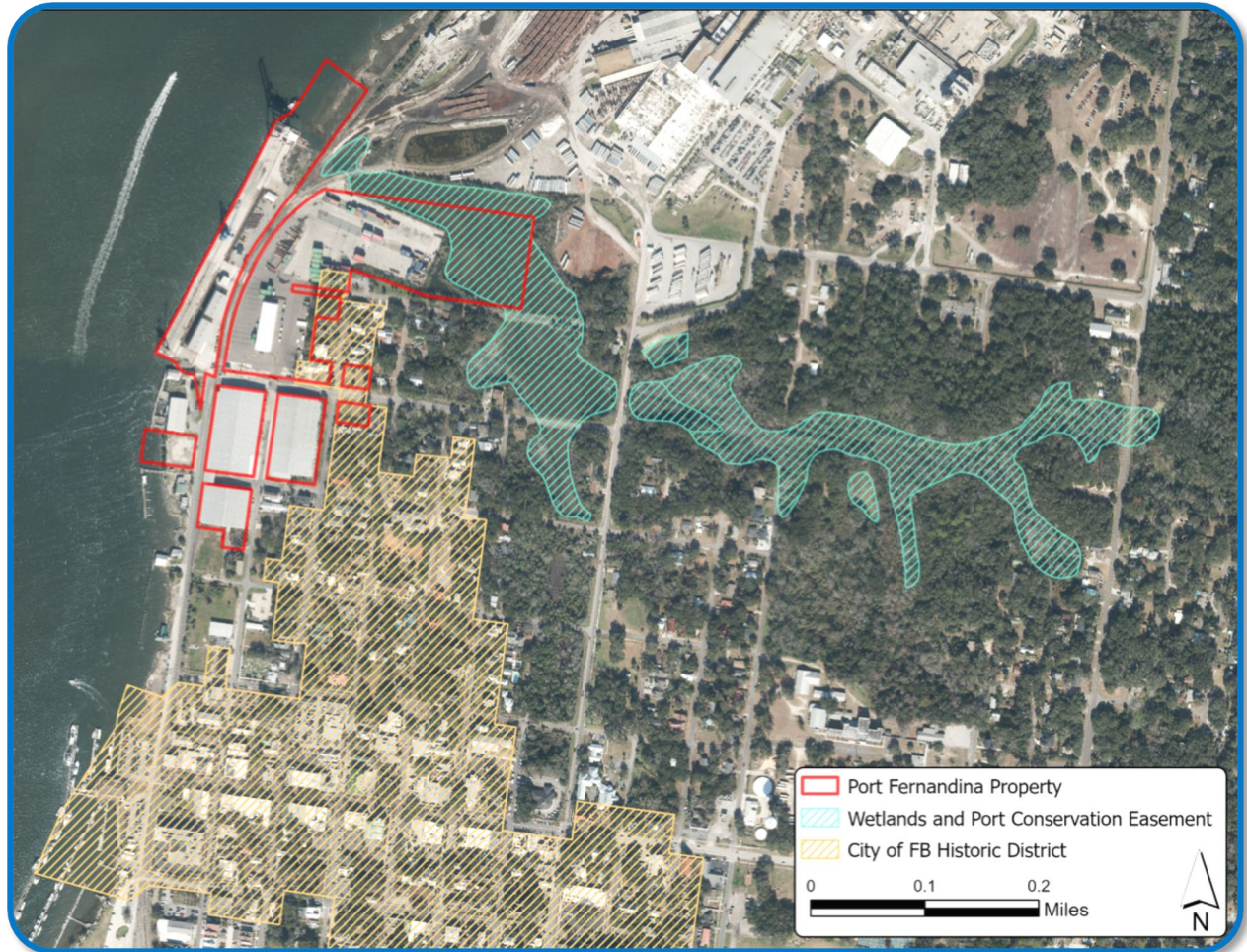
Local Connectivity

8th Street is a designated truck route in Fernandina Beach, with an average annual daily traffic volume of 2,511 trucks. While most of this traffic is at the southern limit of the city, the Port receives an estimated 114 trucks daily accounting for approximately five percent of the truck traffic on 8th street.

The majority of Port's boundary shown in Figure 4 is comprised of industrially zoned property, surrounded by residential, commercial, and other industrial uses. It is important to note that the Port's future land use map designates this area as industrially zoned. The Port is generally located northwest of the City of Fernandina Beach Historic District, west of wetlands and a port conservation easement, and north of the West Rock Paper Mill.

¹⁶ First Coast Railroad (FCRD), <https://www.qwrr.com/fcrd/>

Figure 4 - Map of the Historic District and Wetlands, Surrounding the Port of Fernandina, Source: Nassau County Property Appraiser



Source: HNTB GIS Map

Environmental Conditions

Over four acres of the Port’s property has been reserved as a permanent conservation area, as requested by the Florida Department of Environmental Protection (FDEP). This area includes several species of wildlife, including but not limited to:

- Rice Rat
- Otter
- Alligator
- Mink
- Raccoon
- Great Blue Heron
- Great Egret
- Snowy Egret
- Marsh rabbit

A 30-acre wetlands and port conservation easement overlaps the northeast section of the property and continues east of the Port’s property. These wetlands are comprised of a saltwater marsh and are part of the Alligator Creek permanent conservation easement. The Port Authority, Ocean Highway, and Port Authority (OHPA) have established a 10-foot-wide marshland environment at the Port facility, in the northeastern-most corner.

Stakeholders

Key stakeholders involved in the Port's operations include, but are not limited to:

- OHPA
- City of Fernandina Beach
- FDOT
- FDEP
- West Rock Paper Mill
- Genesee & Wyoming First Coast Railroad, and
- Savage, OHPA Terminal Operator

The Port of Fernandina is governed by the Ocean Highway Port Authority (OHPA), which leads policymaking, budgeting, master planning, capital improvements, and general oversight for all Port activities. OHPA is guided by the ongoing mission statement of Port:

“...to carry out public purposes to benefit the citizens of the County of Nassau and the State of Florida.” (Ch. 21418, S12. Sp. Acts 1941)

On July 14, 2022, Transportation Infrastructure Partners, a joint venture between Ridgewood Infrastructure, LLC and Savage Services, acquired Worldwide Terminals Fernandina, LLC, and became the new manager and operator of the Port of Fernandina. Savage is a terminal operator with more than 75 years of experience, moving and managing mission-critical materials. Savage specializes in rail, truck, and marine transportation, logistics, materials handling, and other industrial services across North America.¹⁷

IMPACTS ANALYSIS

Understanding the impacts that the Port of Fernandina experiences is crucial to determining vulnerabilities of the Port which helps to propose projects that can increase the Port's resiliency to natural and man-made disasters. Data near the Port related to historic tidal data, storm surge data, named storm events, known flooding activity, and historic rainfall events have been crucial in determining impacts related to the Port of Fernandina.

This impacts analysis provides a high-level assessment of impacts to on-Port fixed infrastructure including docks, wharves, aprons, laydown yards and container yards, drainage and detention, warehouses, railways, and roadways to understand and benchmark current impacts. A comprehensive list of on-Port major equipment is documented, including harbor cranes, rubber-tired gantries (RTG), heavy lift cranes, and other port equipment that are semi-fixed or fixed.

GIS-based maps of the impacted port infrastructure are produced and analyzed using publicly available data resources including but not limited to NOAA, USACE, FDEP, St. Johns River Water Management District, North Florida TPO, and Nassau County Planning GIS division. Key components of the maps will include general elevations, topography, locations of key infrastructure, location, and depiction of impacted areas of the port, and conceptual depiction of top mitigation solutions. A GIS mapping data tool has been provided, supplementary to this document to provide a comprehensive visualization and a map story of impacts to the Port and an up-to-date view of existing infrastructure conditions.

A high-level review of the port's storm drain system has been performed by a drainage engineer. To understand existing capacity, current deficiencies, visible damage, and operational constraints.

¹⁷ Savage Terminal Operator, Nassau Worldwide Terminals Fernandina, LLC., <https://savageco.com/services/terminal-transload/>

The analysis concludes with an analysis of impacts created by constrained critical economic activity like cargo movement and direct and indirect related port jobs.

SIGNIFICANT PORT ASSETS, INFRASTRUCTURE, AND EQUIPMENT

Figure 5 - Aerial of Port Infrastructure and Equipment, Source: Ocean Highway Port Authority's Terminal Operator, Savage



Source: HNTB GIS Aerial Map

To determine the impacts that hazards can have on The Port of Fernandina, it is important to document the existing infrastructure that lies within the Port's boundary. Figure 5 provides the latest GIS aerial of the port terminal showing key infrastructure like the two rail-mounted ship-to-shore container gantry cranes on the North side or the top right corner. The figure also shows the G&W First Coast Railroad with a large train that is bisecting the port terminal.

Figure 6 is a GIS map produced of the Port with property boundary shown in red, drainage locations in light blue, port roads shown in blue lines, the G & W Railroad shown in black, and its alignment through the Port's property and lists all major existing Port facilities with a numbered legend cross reference.

Figure 6 - Existing Conditions at the Port of Fernandina, Source: HNTB, Nassau County Property Appraiser

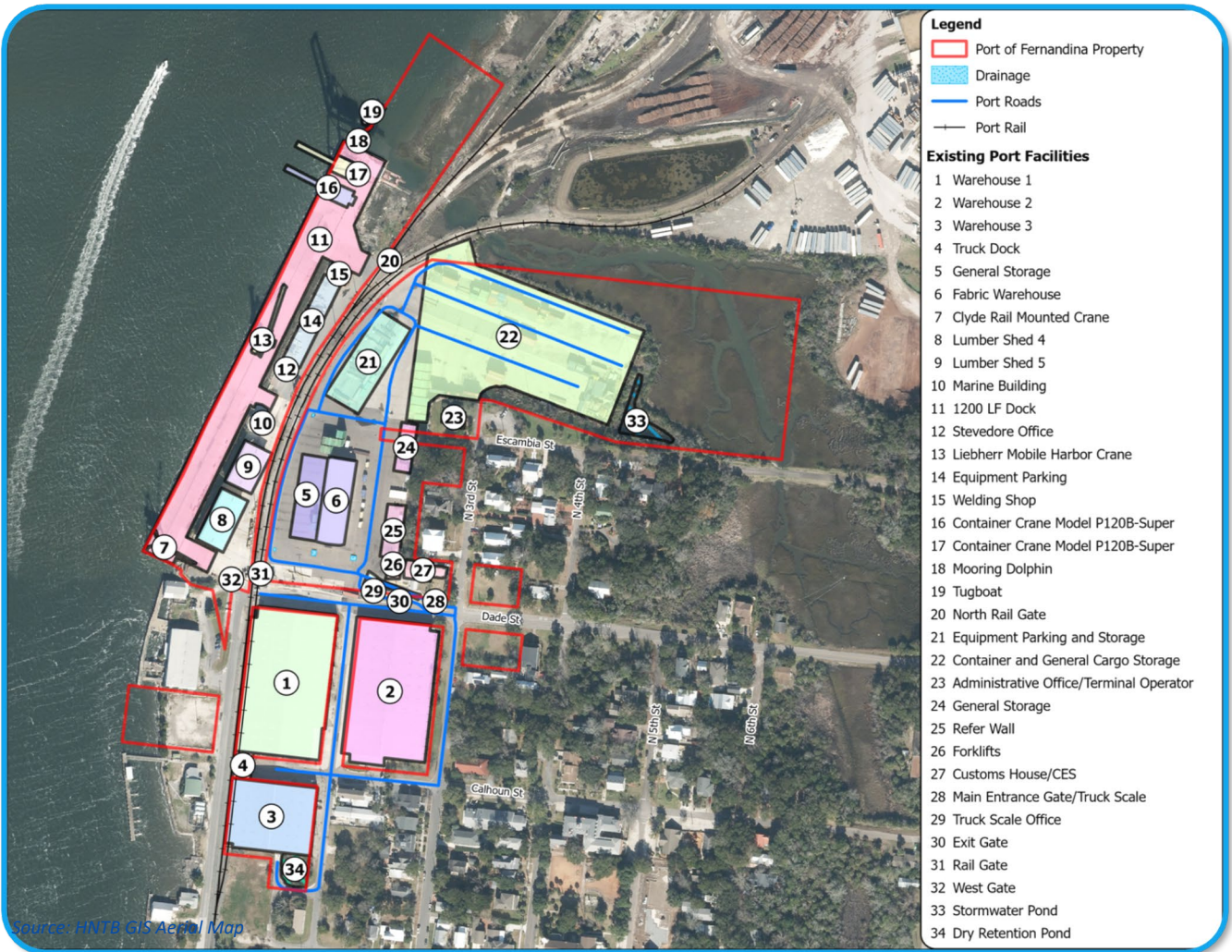


Table 2 - Major Equipment on Port of Fernandina Property, Source: OHPA 2023 Master Plan. It was important to provide the most current documentation of port infrastructure and equipment to directly correlate and document impacts from flooding caused by tidal and tropical cyclone events. The table provides one column listing the building or equipment type and the second column to the right provides the count of equipment or services that is listed.

Table 2 - Major Equipment on Port of Fernandina Property, Source: OHPA 2023 Master Plan

Building/Equipment Type	Amount of Equipment in Service
Transit Shed (Cargo Storage)	3
Transit Shed (Open)	2
Fabric Warehouse	1
Terminal Emergency Generator	1
Port Security Building	1
Marine Building	1
Fort Clinch Tugboat	1
Clyde "Whirley" Crane	1
Liebherr Rail-Mounted Gantry Container Crane	2
Liebherr Mobile Harbor Crane	1
Frontend Bucket Loader	1
Top Loader/ Container Stacker	3
Lift Trucks (varied capacity 3000 to 52000 lbs.)	30
Yard Spotter/ Ottawa Tractor	20
Flatbed Trailer	11
Container Chassis	6
Paper Pusher	4
Maintenance Service Truck	4
Mobile Welding Machine	1
Fuel Truck (3200 gallon)	1
Man-Lift	1
Rail Siding	1,600 ft
In-ground Truck Scale (Dade Street)	2
Bromma Spreader	1
Short Line Rail	Connection to CSX mainline

Source: OHPA Port of Fernandina Strategic Master Plan, reviewed and updated by staff and terminal operator

In addition to the Port's major equipment, Port features and attributes are outlined in Table 3 on the next page. The Port Terminal has many advantages due to its geographical location. The Port itself has a depth of 40 feet and a two-mile channel that has no height restrictions. There is minimal terminal, rail, and road congestion at the Port due to its limited access points. The Terminal also includes manufactured advantages, including three warehouses, totaling 355,000 SF with plans to expand; 1,200 LF of berth space; 2,500 ft of on-dock rail; and 24-hour continuous operations. The Port is also capable of ship-to-shore, direct ship-to-rail, and tandem lift operations.

Table 3. Port Features and Attributes

Port Feature	Attributes
Wharf	<ul style="list-style-type: none"> ▪ Pile and cap concrete ▪ Spans 1,200 ft ▪ Width of 70 ft-115 ft ▪ 12 ft above MLW ▪ Tides within 6 ft
Berthing Space	<ul style="list-style-type: none"> ▪ 2 berths ▪ Berth dredged to 40 ft + 2 ft
Channel Navigation	<ul style="list-style-type: none"> ▪ Federal channel ▪ Depth of -36 ft MLW ▪ Width of 400 ft ▪ Kings Bay Entrance Channel (serves U.S. Navy, -51 ft MLW, 500 ft width) ▪ Intercoastal waterway weaves through the channel (12' depth, width 90'≤150')
Turning Basin Capacity	<ul style="list-style-type: none"> ▪ -36 ft MLW ▪ 1,000 ft length
Vessel Limitation	<ul style="list-style-type: none"> ▪ Vessels that draft less than 36 ft ▪ Below 700 ft ▪ Container ships less than 2,500 TEUS ▪ Cargo ships between 10,000-45,000 DWT dead weight tonnage
Transit Sheds	<ul style="list-style-type: none"> ▪ 3 main sheds, outside of the secured Port area ▪ More than 20,000 gross sqft of weather-sensitive cargo ▪ 2 of the transit sheds = 80,000 sqft ▪ 1 shed = 40,000 sqft ▪ Average height of 22 ft ▪ 4 truck docks for loading and unloading ▪ Other miscellaneous storage sheds, approximately 20,000 sqft ▪ Fire protected
Outdoor Storage	<ul style="list-style-type: none"> ▪ 9 acres total ▪ 4-5 of the 9 acres used for breakbulk and containerized cargo ▪ 3-4 of the 9 acres used for container storage ▪ Pavement strength is 0.5 tons per sqft
Chassis and Chassis Storage	<ul style="list-style-type: none"> ▪ Onsite storage ▪ Could be moved offsite to improve storage capabilities
Rail Storage	<ul style="list-style-type: none"> ▪ Port manages no long-term space ▪ Port generally gets 1-2 trains per/day ▪ Can store 11 rail cars at a time
Stormwater Facilities	<ul style="list-style-type: none"> ▪ 2 stormwater facilities, one south of the property and one on the northeast side

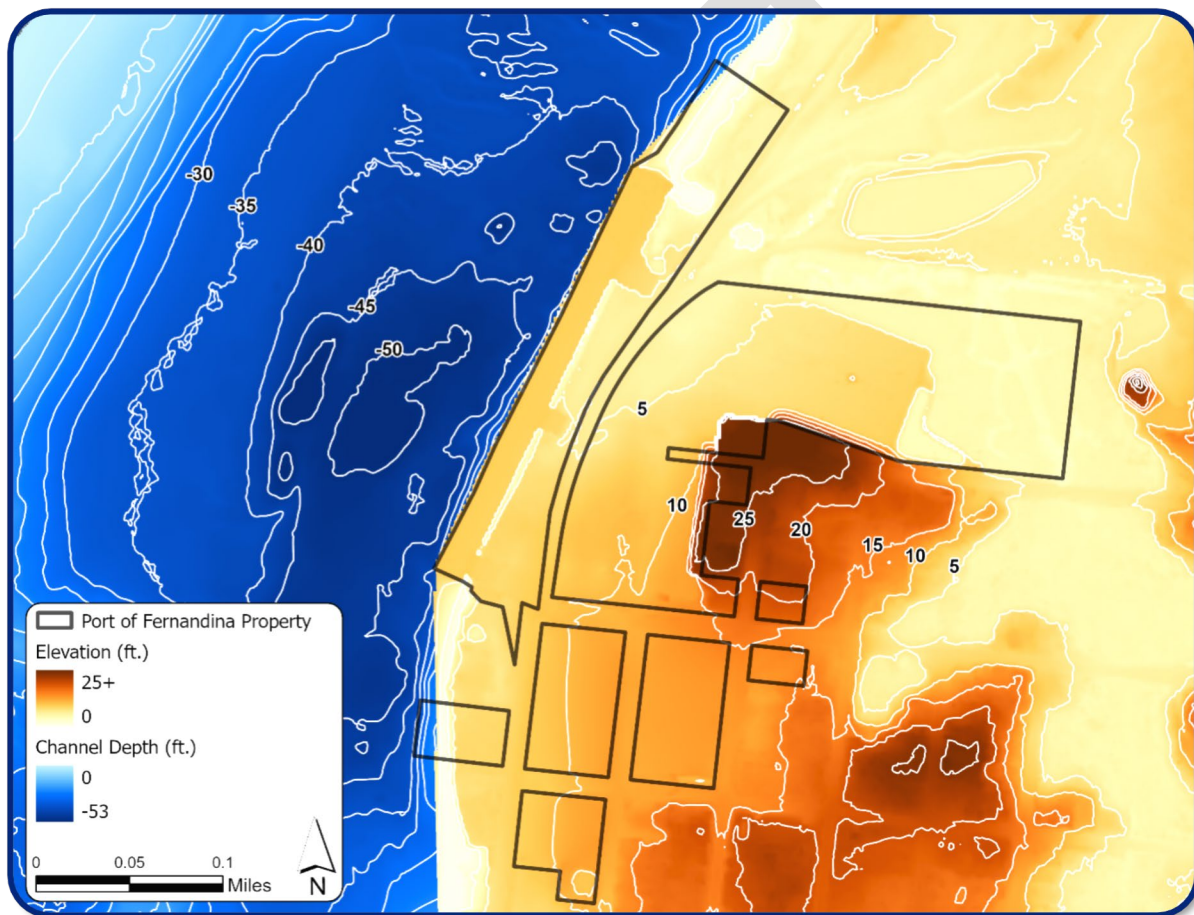
Source: OHPA Port of Fernandina Strategic Master Plan, reviewed and updated by staff and terminal operator

PORT-RELATED AREAS OF IMPACT

The Port of Fernandina is mostly susceptible to damage by water or wind and has been impacted by named storm events, storm surges, high tide, rainfall, and flooding. Water impacts typically result from named storm events, or hurricanes. However, above-normal tides, coastal low pressure, and onshore winds have impacted the Port, independent of named storms.

Elevation of the Port’s infrastructure and the depth of the Port’s channel affect related areas of impact from natural disasters. Figure 7 below illustrates the elevation of the Port’s infrastructure and the bathymetry of the channel that connects the Port to the Atlantic Coast waterways. It is crucial to highlight the gray segments in the map picture areas where elevation data is not available.

Figure 7. Elevation and Channel Depth (Bathymetry) of the Port of Fernandina and Surrounding Areas

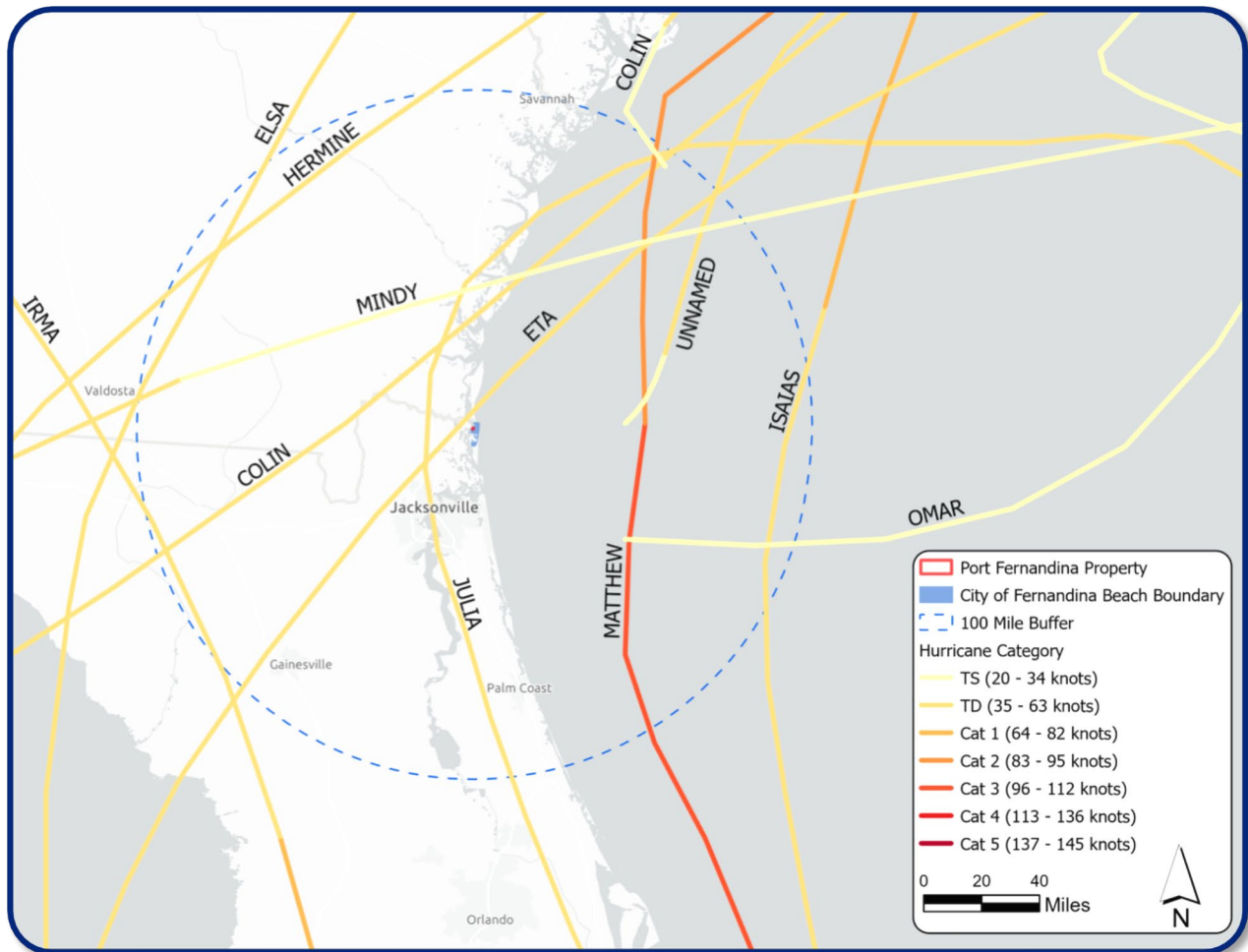


Source: HNTB GIS Map, FDEP, U.S. Army Corps of Engineers

NAMED STORM EVENTS

Port Fernandina’s location creates a heightened need for resilient planning. Natural disasters, most notably hurricanes and tropical storms, significantly affect the Port’s operations. Since 2016, 12 named storms have fallen within 100 miles of The City of Fernandina Beach. Of these 12, one storm, Hurricane Eta, hit land within five miles of the City of Fernandina Beach. Figure 8 on the following page illustrates these storms and their relation to the City of Fernandina Beach.

Figure 8. Hurricane Paths within a 100-mile Radius of The City of Fernandina Beach, Florida, Source: NOAA



Source: HNTB GIS Map, NOAA National Hurricane Center

Tropical depressions are the most common named storm events to make landfall within The City of Fernandina Beach, and the Port of Fernandina. However, Hurricane Matthew, a Category 3 hurricane fell within 59 miles of Fernandina Beach, in 2016 but did not make landfall. This is the largest storm to fall within a 100-mile radius of the Port and the City within the past seven years and still had significant impacts on Northeast Florida.

Hurricanes Matthew and Irma have had the largest impacts on The City of Fernandina Beach in the past seven years. Historic impacts of these storms include a historically high storm surge in Nassau County. In the Atlantic Ocean at Fernandina Beach, a storm surge of 6.91 feet was recorded, the highest storm surge that Northeast Florida and South Georgia have seen since 1944. Similarly, Matthew’s maximum wind gust was recorded at 60 Miles per Hour, at Fernandina Beach Municipal Airport, the 12th highest in the State.¹⁸

¹⁸ [Florida Climate Center Hurricane Matthew Florida Summary](#)

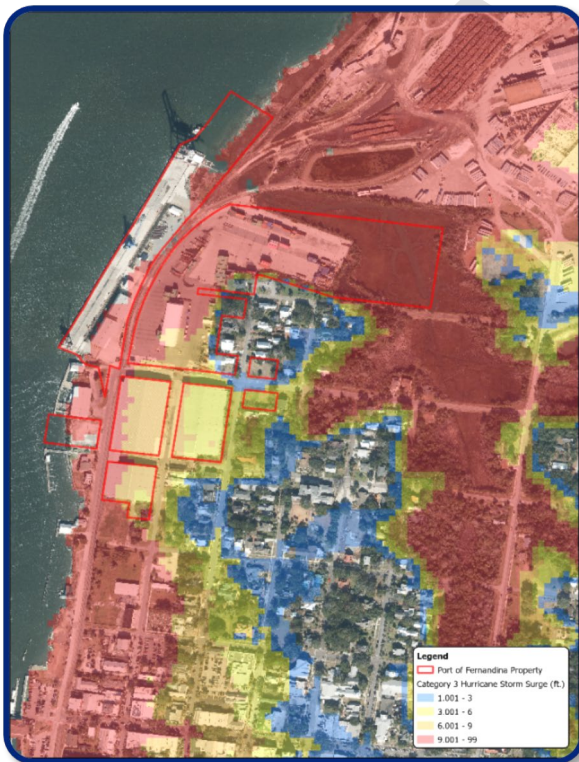
STORM SURGE

Storm surge is one of the greatest threats to property in coastal areas. Storm surge is defined as an abnormal rise of water generated by a storm, over the predicted tide.¹⁹ On the other hand, storm tide is the combination of storm surge and astronomical tide, causing water levels to rise. Rises in these levels can cause severe flooding in coastal areas and impact port operations.

Storm surge and storm tides both generate rapid flows of water and increase hydrologic impacts on infrastructure often designed to withstand normal tidal and wave activity. Increased water levels compound erosion of infrastructure, coastal roads, habitat, and building foundations. Building foundations that are weakened can be more susceptible to tropical cyclone wind damage. It is essential to build resilient infrastructure that can withstand storm surges, and the various impacts that follow it and bring older buildings up to current hurricane and wind shear codes.

Figure 10 and Figure 10 below show storm surge levels at the Port of Fernandina in the case of Category 3 or 5 hurricanes. A category 3 storm will likely impact more than half of the port with some levels of

Figure 10 - Storm Surge Levels of a Category 3 Hurricane, Source: NHC



Source: HNTB GIS Aerial Maps

Figure 10 - Storm Surge Levels of a Category 5 Hurricane, Source: NHC



Source: HNTB GIS Aerial Maps

storm surge with areas shown as red experiencing nearly 9 feet of water above normal MLLW or average low tide. A category 5 hurricane would completely cover the entire terminal with water.

¹⁹NOAA Hurricane [Storm Surge Overview \(noaa.gov\)](https://www.noaa.gov/storm-surge-overview)

HISTORICAL TIDAL DATA

Table 4 - shows the maximum water levels at high tides during the 12 hurricanes that impacted Fernandina Beach during the 2016-2022 hurricane seasons. The table is descending from maximum water levels at high tide. The main purpose is to illustrate the relationship between hurricanes and water levels impacting the Fernandina Beach area. The table also provides a list of actual start and end dates of tropical cyclone events.

Table 4 - Relationship Between Hurricanes and Water Levels in Fernandina Beach, Florida, Source: NOAA

Relationship Between Hurricanes and Water Levels in Fernandina Beach, Florida					
Storm	Year	Max Strength	Max Water Level at High Tide (MHHW, ft)	Start Date	End Date
Matthew	2016	5	4.13	9/28/2016	10/10/2016
Irma	2017	5	3.58	8/30/2017	9/13/2017
Eta	2020	4	1.79	10/31/2020	11/14/2020
Colin	2016	TS	1.74	6/5/2016	6/8/2016
Isaias	2020	1	1.6	7/28/2020	8/5/2020
Julia	2016	TS	1.27	9/13/2016	9/21/2016
Hermine	2016	1	1.15	8/28/2016	9/8/2016
Mindy	2021	TS	1.11	9/8/2021	9/10/2021
Unnamed	2017	TS	0.96	8/27/2017	8/29/2017
Elsa	2021	1	0.48	6/30/2021	7/10/2021
Colin	2022	TS	0.45	7/1/2022	7/2/2022
Omar	2020	TS	0.37	8/30/2020	9/6/2020

Source: NOAA Tides and Currents: Fernandina Beach, FL Buoy # 8720030, accessed June 8, 2023, from <https://tidesandcurrents.noaa.gov/>

These named events have a direct impact on The City of Fernandina Beach and the Port of Fernandina, as the majority of flood inundation days occur in autumn, during Atlantic hurricane season. Six of the top-10 highest water levels in Fernandina Beach have been recorded in the past 7 years, excluding the 2023 hurricane season. Table 5 below highlights these water levels.

Table 5 - Top-10 Water Levels, Fernandina Beach, Florida

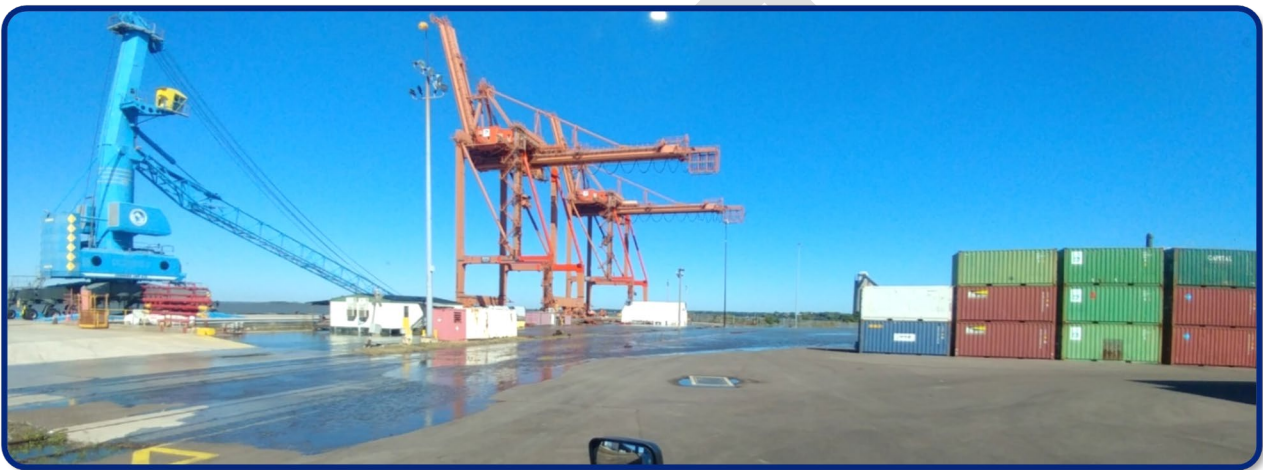
Top-10 Water Levels, Fernandina Beach, Florida				
Date	Height (Ft above MHHW)	Event Category	Event	Source
2-Oct-1898	6.91	Tropical	1898 Georgia Hurricane	High Water Mark
7-Oct-16	4.17	Tropical	Hurricane Matthew	Observed Peak Water Level
10-Sep-64	3.94	Tropical	Hurricane Dora	Observed Peak Water Level
10-Nov-22	3.81	Tropical	Hurricane Nicole	Observed Peak Water Level
19-Oct-44	3.7	Tropical	1944 Cuba Florida Hurricane	Observed Peak Water Level
11-Sep-17	3.61	Tropical	Hurricane Irma	Observed Peak Water Level
29-Sep-22	3.36	Tropical	Hurricane Ian	Observed Peak Water Level

7-Nov-21	2.93	Other	Above Normal Tides & Coastal Low Pressure	Observed Peak Water Level
27-Sep-04	2.78	Tropical	Hurricane Jeanne	Observed Peak Water Level
20-Sep-20	2.77	Other	Above Normal Tides & Onshore Winds	Observed Peak Water Level

Source: NOAA Tides and Currents: Fernandina Beach, FL Buoy # 8720030, accessed June 8, 2023, from <https://tidesandcurrents.noaa.gov/>

Figure 11 photo provided by the OHPA and Savage provides documentation of the impacts and effects of king tides at the Port of Fernandina. These flood waters inundated the northern port berth area and backlands halting cargo operations, of container cranes, and service by rail lines, and flooded the port service shop and parking areas.

Figure 11 - Flooding due to King Tides at Port of Fernandina



Source: Photo courtesy OHPA Staff

Figure 12 shows the level of water on a king tide blue sky flood event with many areas several feet below water.

Figure 12 - Severe Flooding due to King Tides at Port of Fernandina



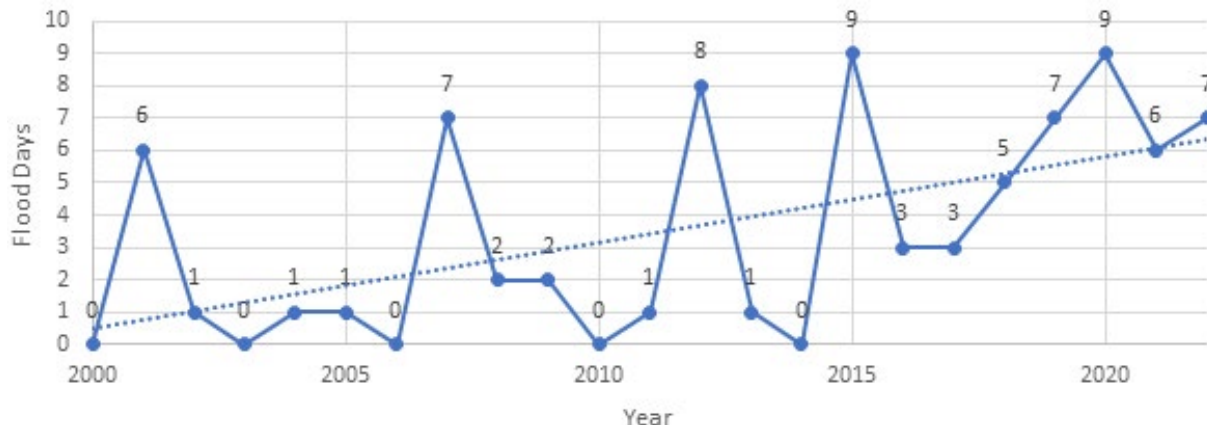
Source: Photo courtesy OHPA Staff

HISTORIC RAINFALL EVENTS

According to NOAA data collected at a sea buoy close to the Port and illustrated in Figure 13, flood inundation days are most likely to occur between the months of September and November. Rainfall levels in Fernandina Beach, FL mimic a similar pattern to that of historic MHHW and inundation days and correlate with the dates that the State is affected by hurricane season. The highest average rainfall occurs in September, averaging 7.19 inches of rain during this month. The average annual rainfall in Fernandina Beach is 49.93 inches.

According to data from NOAA, the State of Florida ranks amongst the top five states with the highest precipitation levels, averaging 54.5 inches annually. Fernandina Beach experiences less precipitation than the statewide average in the State of Florida. However, looking at statewide averages of annual precipitation, if The City of Fernandina Beach was a state, it would rank 11th in national rainfall.

Figure 13 - Annual Flood Days in Fernandina Beach, Florida from 2000-2022



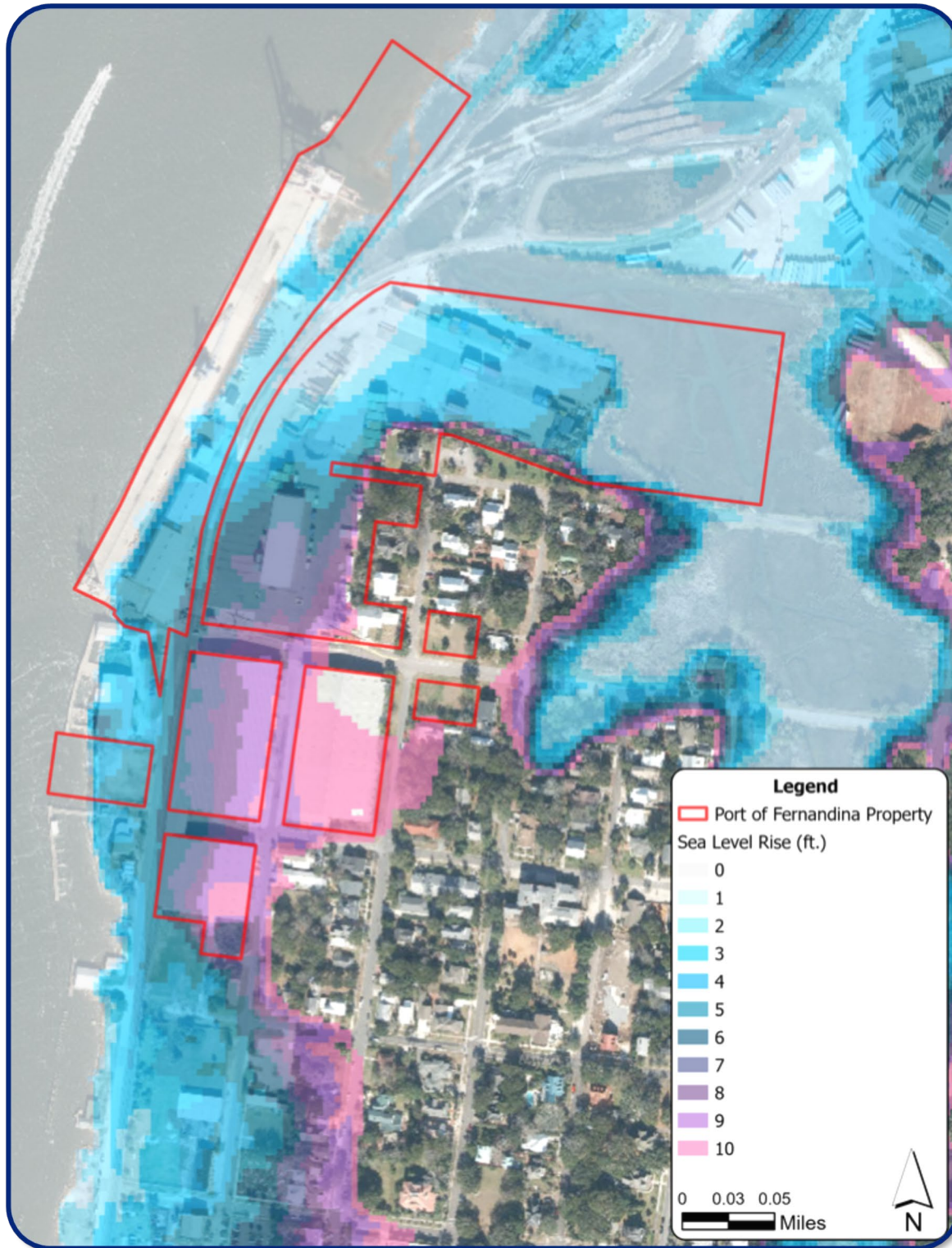
Source: NOAA, Data Collection Buoy 8720030

The largest number of flood days experienced within a year is nine, occurring twice in the past 20 years, in 2015 and 2020. Fernandina Beach has experienced flood days every year since 2015, averaging 6.1 flood days annually. This is a sharp difference from the 3.4-day annual average from 2000-2022, inferring that average annual flood days are increasing.

IMPACTED INFRASTRUCTURE

King tides, storm surges, hurricanes and named storm events, flooding activity, and historic rainfall all have historic impacts on the Port of Fernandina and its surrounding areas. Figure 14 below provides a visual model of sea level rise, as it relates to the Port’s property boundary to demonstrate how water levels may impact existing infrastructure. Sea level rise mapping can also be used to understand how flooding will affect the Port of Fernandina. Using the MHHW data shown in Table 5 - Top-10 Water Levels, Fernandina Beach, F the highest MHHW water level experienced in Fernandina Beach sits at 6.91 feet. Looking at the graphic below, an inundation level this high leaves the port vulnerable to flooding. The majority of the northern infrastructure would be underwater, as well as infrastructure to the east of the property.

Figure 14 - Sea Level Rise at the Port of Fernandina, Source: NOAA



Similar to sea level rise and flooding, storm surge impacts the Port’s existing infrastructure. Figure 10 and Figure 10 show the storm surge for Category 3 and 5 hurricanes (respectively) in relation to Port infrastructure. In the event of either storm, all the existing port infrastructure will be affected by storm surge. Like Figure 14, the northern and eastern areas of the Port have the highest inundation levels.

The 2023 OHPA Port of Fernandina Strategic Master Plan identified flooding issues at the Port terminal that support this impact analysis. The nine acres of cargo laydown and outdoor storage experience significant flooding during a super high (king) tide event. Events like this one create major challenges for the port for several reasons including they are much less predictable than hurricanes or tropical storm events. This reveals areas of the port that can be impacted on a much more regular basis. Equipment, buildings, tools, and cargo were damaged during this event and major areas used for storage were taken out of service due to flooding reducing the effective storage and ability of the port to generate revenue and provide services for its customers.

Storm Impacts

Named storm events, causing storm surge and flooding activity, are the main source of water impacts at the Port of Fernandina. In November of 2022, [Hurricane Nicole](#)²⁰ created major impacts on Northeast Florida coastal communities from storm surge and tidal storm surge flooding impacts as can be seen in Figure 15 and Figure 16. The containers in the foreground were floating around the port and large deposits of seaweed, driftwood, and debris covered the port and filled and blocked drainage systems. Debris being cleared from the G&W rail line by port workers is shown in Figure 15.

During stakeholder meetings G&W Railroad stated the impacts from flooding the tracks go much deeper than just debris removal alone. Flood waters often undermine the track superstructure which includes rail, rail ties, ballast, sub-ballast, compacted subgrade, and drainage layers. The lines must undergo a thorough inspection and be cleared prior to resuming operations of the railroad. Washed-out or undermined sections of the track could cause a derailment of the train and or some of the cars or

Figure 15 - Debris Surrounding Rail Spur following Hurricane Nicole



Source: Photo courtesy OHPA Staff, November 2022

Figure 16 - Flooding at the Port of Fernandina due to Hurricane Nicole

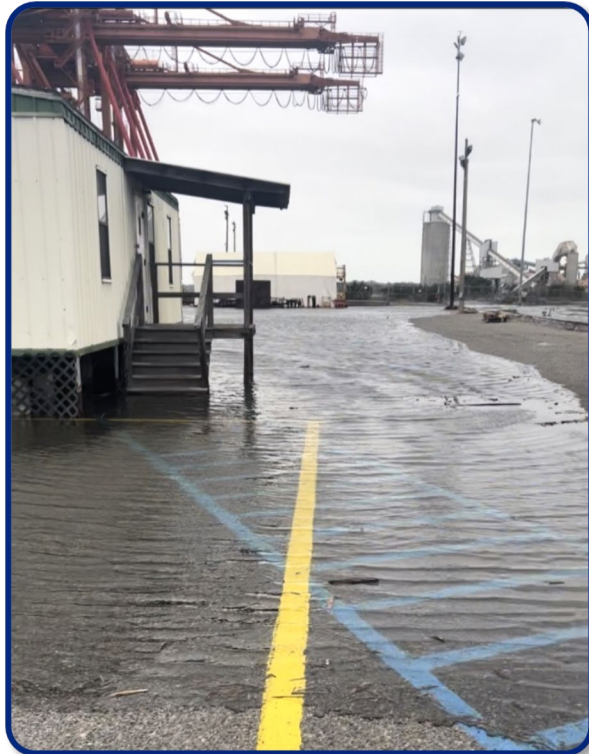


Source: Photo courtesy OHPA Staff, November 2022

equipment cause safety hazards, damage, ecological damage to the environment, and pose higher level risks if HAZMAT chemicals are being pulled. In addition, rail car bearings that flooded must be removed and maintained or replaced on every axle.

²⁰ National Weather Service, Hurricane Nicole – November 2022 <https://www.weather.gov/tbw/HurricaneNicole>

Figure 17 - Flooding at the Port of Fernandina due to Hurricane Nicole



Source: Photo courtesy OHPA Staff, November 2022

Impacts generated by tropical events like Hurricane Nicole, Irma, and Michael can be extensive and drive major costs beyond just what is seen above the surface. Wave action in combination with highwater can very quickly erode concrete and asphalt. The wave deposits debris like sand, seaweed, and other debris from docks and seawalls that are being washed away during the storm. It can take days, weeks, and sometimes months to restore normal operations to a terminal creating major revenue shortfalls and even loss of business in some prolonged situations. Ships can move their business to the next fully operational competing operation near the same market. These are just a few of the reasons reducing impacts is critical to the longevity of a port terminal.

Figure 17 shows the Port operations building located near the general storage area of -mid-port or at the second ramp location that provides -mid-port access to the berths. Directly south is the Fabric storage covered warehouse where lumber, KLB, and paper are stored when loading and off-loading vessels. In the distance are the West Rock paper mill silos and the port equipment parking and storage facility.

During the site visit, several electrical boxes to control security lighting and provide power to warehouses and office buildings were located which appeared to have water damage, rust and were potentially low enough to the ground to be compromised by flooding events such as this.

As shown in Figure 18, the gray shipping container was dislodged from the storage location in the container yard and was pushed by storm surge into the liquid propane tank. This could have caused a major gas explosion creating major risk to areas directly around the port terminal.

Figure 18 - Dislodged Shipping Container impacting Port Features Following Hurricane Nicole



Source: Photo courtesy OHPA Staff, November 2022

DRAINAGE SYSTEM REVIEW

Onsite Drainage System

The Port drainage system which is illustrated in Figure 21, on the following page, consists of approximately six inlets connected to an underground storm sewer system under the impervious

Figure 19 - On-site Drainage Blockage



Source: Photo courtesy OHPA Staff

surfaces. The water then flows to six outfalls located along the perimeter of the facility. The south end of the port functions well. The north end with the lower elevations is sufficient under normal conditions. However, under flood conditions, there is not enough capacity in the system to contain the amount of water flowing into it. In addition to capacity, the undersized pipes increase the water velocity and prevent natural sediment transport down the pipe, leading to sediment build-up and ponding upstream and erosion downstream. When the flood water recedes, the sediment left builds up and leads to decreasing capacity in the pipes over time. There is potential that storm surge events create additional back pressure on the system creating hydraulic damning situations. Deposits of seaweed and other debris onto the port aprons and storage areas clog drains causing additional drain impacts during a flooding, high tide, or storm surge event.

Drainage At Rail Crossing

The drainage pipes under the adjacent rail are undersized for the volume of water flowing into the Port. Even without flood conditions, high tide events pose a problem for this area. The water appears to not flow properly between the wetlands to the south and causes backflow into the port area.

The Port Master Plan discusses in detail the adjacent wetland marshes that create additional flood impacts during rain events potentially due to the undersized drainpipes not allowing the wetlands to properly drain and flush with the intracoastal waterway system.

Downstream Areas

The primary port access roads to the southeast of the Port, Escambia Street and Dade Street, have insufficient drainage for flood conditions and need larger culverts and cross drains. As the water level rises, the cumulative effects of the flooding in this area create access issues for the Port during heavy

surfaces. The water then flows to six outfalls located along the perimeter of the facility. The south end of the port functions well. The north end with the lower elevations is sufficient under normal conditions. However, under flood conditions, there is not enough capacity in the system to contain the amount of water flowing into it. In addition to capacity, the undersized pipes increase the water velocity and prevent natural sediment transport down the pipe, leading to sediment build-up and ponding upstream and erosion downstream. When the flood water recedes, the sediment left builds up and leads to decreasing capacity in the pipes over time. There is potential that storm surge

Figure 20 - Debris Around Drainage by the Port Terminal



Source: Photo courtesy OHPA Staff

rainfall events. The City of Fernandina Beach has identified these areas as potential projects in Resiliency Plan. Figure 21 provides a general illustration of on port drainage systems' existing layout.

Figure 21 – OHPA Master Plan – Drainage System, Outfalls, and Site Map from Appendix A



Source: OHPA 2023 Master Plan Appendix A – Site Map, <https://www.portoffernandina.org>

IMPACTS CREATED BY CONSTRAINED CRITICAL ECONOMIC ACTIVITY

The Port has experienced constrained economic activity concerning service disruptions caused by storms, tropical cyclones, flooding, and extreme high tide events. These impacts, combined with port infrastructure, have significant detrimental impacts on the Port’s economic productivity. Decreased productivity of cargo movement and storage negatively impacts economic activity at the port. Historic economic impacts can be used to create a plan for an economically resilient Port. The Genesee and Wyoming First Coast Railroad and the Port’s Operator, Savage, are two key stakeholders that experience decreased economic productivity as it relates to the Port’s terminal.

GENESEE AND WYOMING FIRST COAST RAILROAD



Source: Photo courtesy of HNTB Staff, 2023

The Genesee and Wyoming’s (G&W) First Coast Railroad (FCRD)²¹, a key stakeholder of this study and short line serving the Port of Fernandina has had significant disruptions from previously described impacts, which also impacts the Port. The Railroad is impacted by water-related events 103 days annually, most commonly through named storm events and king tides. Service disruptions described by the railroad includes derailments, flooding, storm surges, tropical cyclone events, and extreme high tides or king tides. Flooding often does not reach the warehouse and other structures on the terminal but more often affects the rail line that bisects the

terminal. These disruptions often cause the railroad to be out of service for several hours to full workdays, affecting the Port’s ability to conduct operations. During meetings with the railroad, there was a discussion on a low point in the track through the port and is where the railroad encounters water-related issues. An elevation survey of the rail line could identify specific areas where the rail line is low for future funding applications or final project design work.

As the FCRD runs through the Port of Fernandina’s property, it divides the operations of the Port separating the wharf from the Port’s storage facilities. When derailments occur, or trains stop on the track, the Port must cease operations due to the placement of the rail and the terminal. According to FCRD, most derailments are minor, like a rail car hopping a track or a turnout, and occur in the rail yard, thus having a limited or indirect impact on the Port. However, the Port and Railroad operations are extremely dependent on one another, and derailments affect the supply chain of seaport operations and freight logistics to the area. There are on average ten derailments annually and approximately 70% of them relate to water and flooding.

²¹ Genesee and Wyoming First Coast Railroad (FCRD <https://www.gwrr.com/fcrd/>)

Hurricanes can significantly impact Port and Railroad economic activity. 24 hours before hurricanes make landfall, the Railroad must cease operations and evacuate all equipment to the Yulee interchange further inland. The Railroad has evacuated to this interchange six times in the past decade due to hurricane landfall on the Port’s property. These evacuations stop all Railroad activity, meaning that all cargo that is received from the Port or the paper mill which will be transported by rail remains stagnant until the resumption of rail operations.

An estimated 1,000 rail carloads per year are lost, which could be decreased through the implementation of resiliency measures. During routine high tide, the railroad typically loses 6 hours of time, or 75% of a full 8-hour workday. Also, the tide brings in a significant amount of debris to the Port and rail terminals, which often is a cause for derailments. It takes 4-6 hours to complete investigations and get equipment and tracks back into operation. This has a significant impact on both the Port and the Railroad’s productivity. Associated costs often impact current and future customers by creating economic competitiveness. Ports with more resilient equipment and facilities can use lower operational costs or more in-service days as a marketing pitch.

Port Terminal and Transload Operator, Savage



Source: Image courtesy of Savage Port Terminal Operator, 2023

The terminal operator Savage²² serves an approximated 42 regional freight and trans-load facilities throughout the United States. During stakeholder meetings the operator described economic challenges specific to Nassau Marine Terminal related to highwater or flood impacts. The disruptions resulted in lost hours of service and the ability to move and store cargo in an efficient, resilient, and robust manor. The operator and OHPA generate revenue from customers when cargo is stored or moved.

Another common impact described by the City of Fernandina Beach and OHPA was flooding on Dade Street, which divides the Port’s terminal north-and south property and can be seen in Figure 21. Roadway floods cause significant economic impacts to truck activity to and from the port's waterfront facilities. When Dade Street floods, trucks cannot enter the Port’s terminal area, effectively stopping the movement of cargo to and from the terminal to customers inland. Escambia Street has had similar

²² Savage Terminal Transload Operator, <https://savageco.com/>

impacts from being flooded or underwater. The Wetland crossing also poses an issue in this area, as it relates to flooding and access to port facilities roadways.



Source: United States Coast Guard stock image

Hurricanes cause significant disruptions to the OHPA and Port Operator, as Port's have federal requirements from the United States Coast Guard (USCG)²³ that, based on conditions assessments, require various levels or preparedness or even complete terminal closers, decreasing productivity. On average, hurricanes cease port operations for 36 hours, the equivalent of 4.5 working days. Following out-of-service days, significant post-event inspections are required to clear channels, inspect structures, safety checks on mechanical and electrical services, clear drainage systems, clear tracks and roads of debris, and other critical efforts to resume

normal operations impacted by wind, storm surge, and flooding caused by storms or other water-related events. Below is the list of hurricane Port Conditions as defined by the USCG:

- **Whiskey:** Set when gale-force winds are expected to arrive at the port within 72 hours. The port remains open to all commercial traffic, but oceangoing ships and barges must report their intention to remain in port or depart. If they are departing, they must do so within 12 hours of gale-force winds.
- **X-Ray:** Gale force winds are expected within 48 hours. The rules are similar to port condition Whiskey.
- **Yankee:** Gale force winds predicted within 24 hours. Vessels seeking to depart must arrange immediate departure. Cargo operations must cease with 18 kilometer per hour (kph) winds. Transfer hoses must be disconnected with 22 kph winds. Ships seeking to arrive in port should seek an alternate destination.
- **Zulu:** Gale force winds within 12 hours. The port is closed.

When the port experiences significantly detrimental impacts to the terminal, contractors are required to be present at the Port for cleanup and repair, prolonging out-of-service time, decreasing economic productivity, and creating additional costs to the terminal owner and operator.

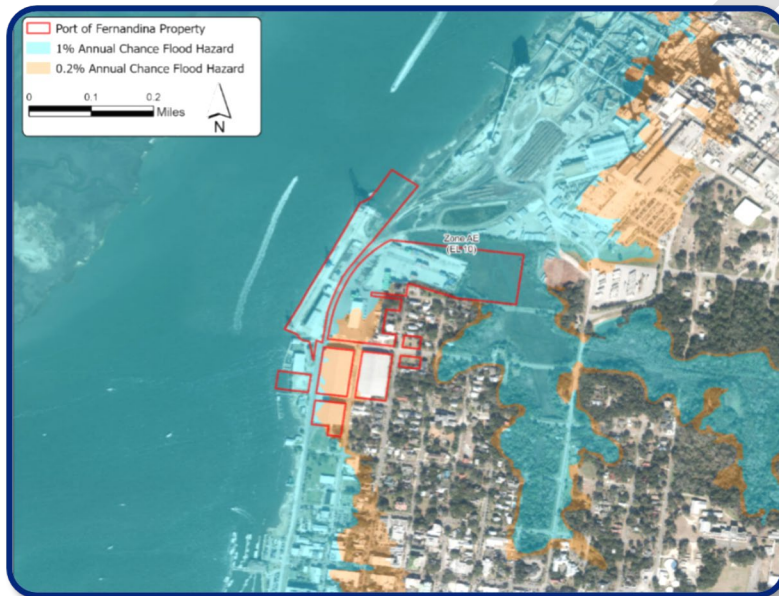
Outside of flooding, the Savage described the lack of high and dry storage facilities and covered or warehouse space as an additional impact or vulnerability. The port storage acreage cannot be maximized due to the threat of a blue sky or king tide flood event, or the excessive operational or logistical moves of particular cargo to mitigate these threats. An increased amount of storage and staging space at the Port terminal would allow for increased economic activity and revenue. Currently, there is insufficient space to fit cargo ships and people at the Port daily. Similarly, when derailments occur, people can be cut off from transiting the terminal from the east to the west side of the rail line. This has the potential to pose a safety issue in case of emergency during a derailment, as there is no way to evacuate this area in case of a train blockage or for emergency first responders to gain access to the wharf and ship loading areas.

²³ Homeport US Department of Homeland Security, US Coast Guard (USCG), <https://homeport.uscg.mil/port-directory/jacksonville>

VULNERABILITY ASSESSMENT

This vulnerability assessment, created in alignment with FDOT’s State Highway System Resilience Action Plan, examines vulnerabilities like flooding, storm surge, sea level rise, tidal floods, major storm events, and other outside forces and how they relate to the Port of Fernandina. Building upon the impacts assessment that documents impacts that the Port has experienced, this assessment identifies potential impacts of natural and anthropogenic causes and potential effects to the Port terminal and adjacent industries. The goal of this assessment is to provide data to lay out a foundation for potential infrastructure projects for the implementation of a mitigation strategy for the greatest vulnerabilities to the port's capability to resist or recover from various disasters and resume normal trade activities.

Figure 22 - FEMA Flood Zone Hazard Map



Source: NOAA, Nassau County Property Appraiser

The Port of Fernandina lies within a 100-year floodplain and is shown in Figure 22 as a Flood Hazard Area on Flood Insurance Rate Maps produced by FEMA. The area has a 1% chance of flooding within a year. The tidally influenced canal adjacent to the property is classified as an estuarine and marine wetland. Water flows into this wetland and is believed to not adequately or efficiently flush due to undersized culverts under the FCRD spur tracks.

The Port is also located within a storm surge zone, according to data from FDEM, based on the NOAA Seas, Lakes, and Overland

Surges from Hurricanes (SLOSH) model. For a Category 1 storm surge, the north and west areas of the port including the equipment parking and cargo storage are projected to have six to nine feet of storm surge, while the rest of the port is projected at one to six feet. If a Category 3 hurricane were to affect the area, the portion of the port with the three warehouses is projected at three to nine feet of storm surge. The rest of the property is predicted to have at least nine feet of storm surge with a Category 3 hurricane.

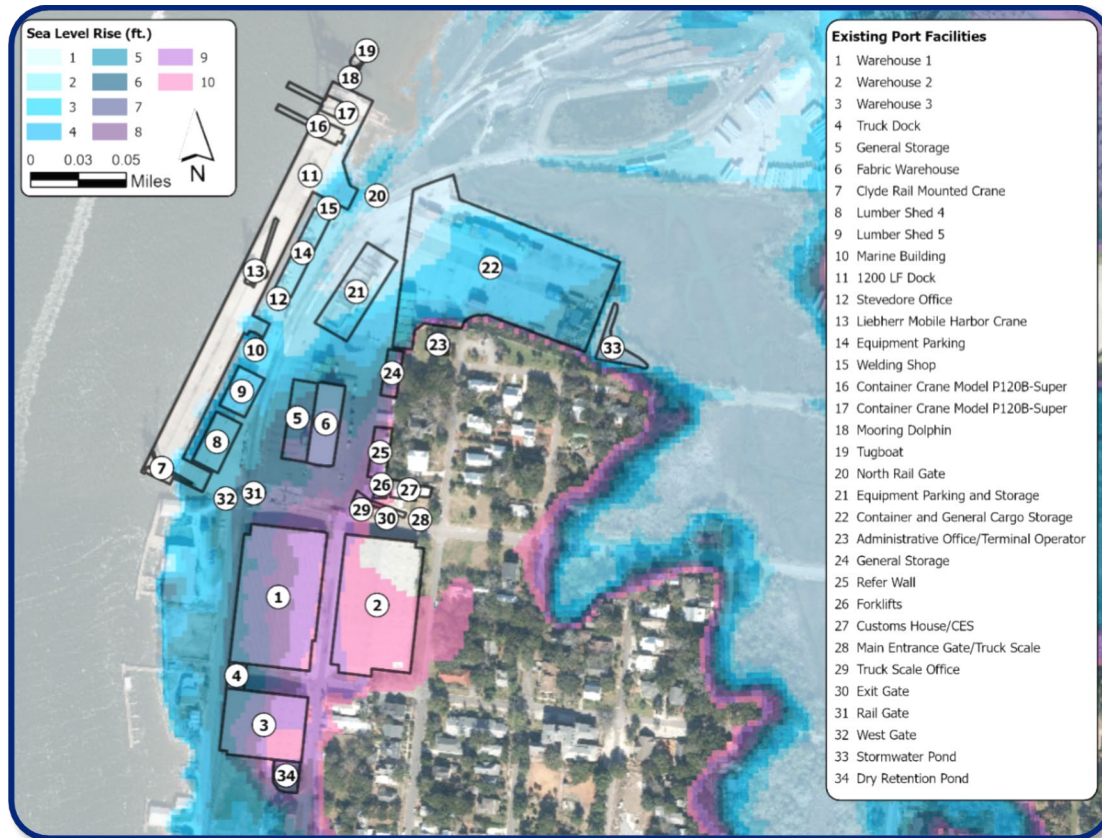
The East coast is projected to be the most affected coast by sea level rise in the entire United States by 2050. NOAA predicts that the East coast is predicted to rise by 14 to 18 inches (1.17 to 1.50 feet) in the next 30 years, or by 2050.²⁴ This predicted sea level rise can be seen in relation to the Port’s existing infrastructure in **Error! Reference source not found.**, below.

The equipment parking and storage, container and general cargo storage, stormwater ponds, marine buildings, and lumber sheds are in an area with a predicted one to six feet of sea level rise. Seven to ten

²⁴ [https://oceanservice.noaa.gov/hazards/sealevelrise/sealevelrise-tech-report.html#:~:text=About%20%20feet%20\(0.6%20meters,the%20end%20of%20this%20century.](https://oceanservice.noaa.gov/hazards/sealevelrise/sealevelrise-tech-report.html#:~:text=About%20%20feet%20(0.6%20meters,the%20end%20of%20this%20century.)

feet of sea level rise is predicted at the warehouses, forklifts, customs house, truck scale office, and main entrance gate.

Figure 23 - Existing Conditions of Port of Fernandina Infrastructure with Sea-Level-Rise Impacts



Source: NOAA, Nassau County Property Appraiser

Sea level rise combined with local factors causes tidal flooding. Based on the Fernandina Beach, FL Tide Gauge #8720030, the area around the Port had seven days of high tide flooding in 2022. NOAA’s intermediate sea level rise projection shows Fernandina Beach to have 24 days of high tide flooding by 2040 and 47 days of high tide flooding by 2050.

Rises in sea level will cause shifts in flooding activity in the next 30 years, affecting tide and storm surge heights. NOAA predicts these heights to increase, and the distances affected to move further inland. By 2050, NOAA predicts that moderate flooding will increase ten times the yearly average.²⁵ This increase may be exacerbated by other factors such as rainfall, wave impacts, erosion, and existing infrastructure.

Without mitigation strategies, existing infrastructure in coastal communities, such as the Port of Fernandina, will become increasingly vulnerable to water-related impacts. Increased impacts to infrastructure also have the potential to affect environmental impacts concerning the Port.

The geographic area around the Port of Fernandina contains many different species of wildlife, in the surrounding habitat. According to the Florida Natural Areas Inventory (FNAI) GIS database search, two documented species were found occurring near the port area: MacGillivray’s Seaside Sparrow and

²⁵ [https://oceanservice.noaa.gov/hazards/sealevelrise/sealevelrise-tech-report.html#:~:text=About%20%20feet%20\(0.6%20meters,the%20end%20of%20this%20century.](https://oceanservice.noaa.gov/hazards/sealevelrise/sealevelrise-tech-report.html#:~:text=About%20%20feet%20(0.6%20meters,the%20end%20of%20this%20century.)

Worthington's Marsh Wren. The Wood Stork is listed as a likely occurrence. Fourteen species are listed as potentially occurring, including the Atlantic Sturgeon, Loggerhead Sea Turtle, Piping Plover, Green Sea Turtle, Ciliate-leaf Tickseed, Leatherback Sea Turtle, Eastern Indigo Snake, Gopher Tortoise, Southern Hognose Snake, Florida spiny-pod, Atlantic Salt Marsh Mink, Giant Orchid, Small-flowered Meadow beauty, Florida Manatee. The adjacent waterbody, the Amelia River, is a designated critical habitat for the West Indian Manatee. When the port docks, equipment, storage, and cargo get impacted, subsequent runoff from flooding can increase containments into the surrounding ecosystems. This natural

In short, the Port of Fernandina is:

- Located within a 100-year floodplain.
- Nearly inundated (9 feet or above) during a Category 5 Storm.
- Location may experience 1.5 feet of sea level rise by 2050 according to NOAA.

SPECIFIC VULNERABILITY EVALUATIONS:

Seawall and Breakwater Elevation

The northern Port properties surrounding the north rail gate, seawall, and riprap currently in place is not adequate or too low. Sea water intrusion, high water, and extreme high-water events have been documented and previously described in this SEARIP documented. To reduce the highwater intrusion in this area, a sheet pile wall with concrete cap should be designed with back fill recommended and improved or incorporated drainage with back flow prevention for the northern extent of the port's marginal wharf structure adjacent to the existing north property boundary.

Rail Spur Leveling and Elevating

The FCRD rail spur crossings over the adjacent wetland on the north area of the port are at a lower elevation within the overtrackage to the port and mill sites. Where the track crosses over two causeways to the mill site, it also appears to have undersized culverts. When under extreme demand, hydraulic pressure may prevent flood water from flushing properly. A concept design purpose would remove the bottleneck where tide, current, and wetland drainage converge potentially at the causeways with constricted converts. This may be acting more like a dam than a bridge. Elevating the rail spur slightly and/or improving the water flow into and out of the wetland area may mitigate flood impacts to the port. The railroad is a property owner and key stakeholder and was supportive of working with OHPA on a project of this nature.

Drainage and Breakwater Improvement

Drainage structures on the port terminal, specifically under the north port areas out to rail causeways, and the previously mentioned undersized culverts all need consideration for the volume of stormwater flowing off the port or potentially onto the port. The ground surface of the port is mostly impermeable and may require one or two additional drains flowing to the north with back flow prevention which allows for minimal infiltration. Improving the drainage culverts at the northern rail spur terminus and other drainage structures throughout the terminal will allow water to flow into the wetlands to the east and prevent backflow into the port area.

Ramps and Upland Storage

The northern access ramp to the port dock or marginal wharf experiences heavy flood water during storms and high tide events. It is also settling and dropping several inches creating issues for the port operator and equipment transitioning on and off-loading docks. Improving the structural design and elevation of the ramp and surrounding backlands should support the mitigation of flooding impacts and reduce damages from the infrastructure settling.

Extreme Wind Vulnerabilities

The port has extensive infrastructure above the bulkheads including warehouse structures and major equipment like cranes, lifts, and trucks. The Clyde Rail Mounted Crane and two Container Cranes are major examples and during extreme weather events including high winds, the stability of these cranes may be compromised and cause the cranes to move or even topple over. This has been documented at many ports across the globe, including 2 just south at JAXPORT²⁶. The salvage was \$1.6 million dollars and both crane's replacement cost in today's estimates would be near \$30 million. Providing adequate wind instrumentation, crane tie-downs and maintaining brakes and emergency brakes are very important mitigation measures. Funding from the Protect Act and Port Security Grant Program would cover such mitigation efforts if not already in place.

Other resources on property vulnerable to extreme wind include marine fenders from wave activities wind generated. The siding, metal roofing, and steel structure on the port warehouses. Port of Panama City had a brand new 155 mph rate warehouse bent diagonal during hurricane Michael in 2018²⁷. While that was the most extreme recent example, the OHPA had damage to several roofs on existing warehouses from a much lower-grade storm. Some of the greatest impacts in Florida are storms not just hurricanes or tropical cyclone events. Florida has gale-force winds or microbursts created from thunderstorms that have documented gusts of winds lasting for miles wide like F3 tornados²⁸. Preventative measures should be taken to secure these expensive assets in the event of extreme weather that would include heavy winds and damage to port infrastructure.

Naturally Occurring and Man-Made Fire Related Hazards

Dry conditions, along with high temperatures and thunderstorms, can lead to wildfires. However, humans are the leading cause of wildfires. From January to September 2023, there have been 2,075 wildfires in the state of Florida.²⁹ The WestRock Paper Mill adjacent to the port is an industrial facility that would pose a risk to the port in the event of a fire. Preventative fire protection and training will prevent the risk of fire and lessen the damage if a fire does occur. In 2014, Port Panama City experienced a major warehouse fire with its biomass cargos distribution. OHPA moves many flammable cargoes including paper products, kraft liner board (KLB), pulp, and lumber to name a few. One failed electrical connection, damaged equipment, or misplaced cigarette could potentially be catastrophic for both customers, operators, infrastructure, and most importantly workers and surrounding communities.

Man Made Disasters (Hazardous Material Spills, Explosions, Transportation Accidents)

The port is considered a small quantity hazardous waste generator by the Florida Department of Environmental Protection (FDEP) and three documented petroleum spills have occurred at the property in 1992, 1999, and 2000. A variety of chemicals are used and transported through the railroad yard

²⁶ Jaxport cranes blown down, Aug. 2008, accessed online: <https://www.freightwaves.com/news/jacksonville-port-contracts-for-crane-cleanup>

²⁷ Port PC Hurricane Michael 2018, accessed online: <https://flaports.org/port-panama-city-recovered-resilient-growing/>

²⁸ Florida Climate Center Thunderstorms, accessed online: <https://climatecenter.fsu.edu/topics/thunderstorms>

²⁹ Florida Disasters, Wildfires, accessed online: <https://www.floridadisaster.org/hazards/wildfire/>

adjacent to the port. Following the spill prevention procedures included in the port's Spill Prevention, Control, and Countermeasure Plan (SPCC) and training staff in these procedures will limit the risk of hazardous material spills. It is important that ports have regular training and maintain response capabilities with supplies and equipment.

Utility Grid/ Electric

Utilities that supply the port and its power needs are vulnerable to many impacts, often including natural or man-made events. Weather, such as heatwaves, solar flares, lightning, and wind events have the highest everyday probability of impacting the utilities serving the port. However, a growing threat includes manmade causes like damage, poor locating, theft, circuit overloading, high demand, and cyber-attacks foreign and domestic. Measures to minimize and prevent these causes can mitigate utility shutdowns across the port which impact the workforce, equipment, and security.

Cyber Security

Cyberattacks at ports are not only aimed at traditional information technology systems, but operational technology systems, which include cranes, lifts, and the conveyance systems used to load and unload cargo from ships. Keeping the port gates, access points, and security technology optimized will help to prevent cyber breaches, protect systems, reduce cargo theft, and improve the safety of workers on the terminal. Review the coast guard Port Facility Security Plan for vulnerabilities that may still exist and seek funding through the US Coast Guard Area Maritime Security Committee³⁰ for improvements that may be needed.

Workforce Safety

Highwater and flooding, wind, fire, and man-made vulnerabilities ultimately pose a concern for safety hazards presented to the workforce at the port. Electrical boxes are very low and could be an electrocution hazard if the area around the box floods. Flooding also creates unpredictable work environments where debris can cause accidents with equipment like derailments or damage to parts. During stakeholder interviews, related issues were discussed as well as created challenges and impacts for operators and users of the port terminal. The primary vulnerability is creating potential for insurance claims, higher costs, injured workers, liabilities, and reduced productivity.

Terminal Security

Seaports are prime targets for potential unlawful entrance, sabotage activities, terrorist threats, cargo theft, and smuggling. Since ports serve as a key point of entry into the nation, cargo in bulk like a container full of technology or tools becomes a high-value target for criminals. One of the challenges facing ports is ship hijacking, whether it happens physically or through IT system hacking. Ports can be challenging to completely secure, especially with multiple points of entry, and high traffic levels. Crime can be committed more easily and unnoticed as a result. Theft of cargo is one of the most frequent crimes committed at ports and large, unsecured containers are a common target. Port surveillance must be continual and comprehensive to prevent theft and criminal activity. OHPA should work closely with its AMSC³⁰ to evaluate any security gaps and mitigation strategies they can potentially support with federal funding programs like the Port Security Grant Program (PSGP) previously mentioned.

³⁰ Area Maritime Security Committee (AMSC), accessed online: <https://www.dco.uscg.mil/Our-Organization/Assistant-Commandant-for-Prevention-Policy-CG-5P/Inspections-Compliance-CG-5PC-/Office-of-Port-Facility-Compliance/Domestic-Ports-Division/amsc/>

INTERGOVERNMENTAL COORDINATION

When preparing an effective plan to improve policy, enhance infrastructure, improve operations, provide a safer environment, establish more sustainable solutions, and create the foundation for funding programs and applications is best when aligned and integrated with local, state, and federal plans and policies. A key goal of the resiliency plan is to align with nationwide resiliency efforts, which has been done through extensive intergovernmental opportunities at Federal, State, and Local levels. This Resiliency Plan uses the OHPA Port of Fernandina Strategic Master Plan and the State of Florida’s Resiliency Action Plan as guiding documents for baseline coordination efforts. Alignment with other actors and stakeholders emerged from a review of these documents. Table 6 below shows a matrix that describes the intergovernmental coordination efforts that took place during the SEARIP.

Table 6 - Intergovernmental Coordination Matrix

Intergovernmental Coordination Matrix			
Date	Meeting Title	Stakeholders	Notes
7-Mar	Project Kickoff Meeting	City of Fernandina Beach, OHPA, Savage	The meeting involved presentation of the project scope and expectations and open discussion and remarks related to port resiliency and known impacts.
14-Jun	Key Stakeholders Meeting	City of Fernandina Beach, OHPA, Savage, Westrock Paper Mill, First Coast Railroad (FCRD)	Meeting with key stakeholders to discuss specific site impacts, impacts to adjacent, and through port infrastructure, and future coordination efforts and needs.
12-Jul	Port Resiliency Action Plan Workshop	Fernandina Beach City Commission, OHPA	Presentation of HNTB impacts and findings at the Port of Fernandina
20-Jul	FDOT OPP Resiliency Plans	FDOT Office of Policy Planning (OPP), FDOT Seaport Office	Presentation of outline and status of Port plan, discussion on OPP RAP and RIP, and how to comply with the SEARIP.
28-Jul	Resiliency Plan Coordination	Halff Engineering, City of Fernandina Beach Resiliency Plan consultant	City coordination, on behalf of Halff; discussion on FDEP grant program; vulnerability assessments, and interconnectivity of major projects.
3-Aug	FHWA Funding Webinar	Resilience Improvement Plans: Best Practices and Requirements	Webinar discussing DOT funding opportunities regarding RIP
18-Sep	City of Fernandina Beach Vulnerability Assessment Public Meeting	Halff Engineering, City of Fernandina Beach	Attendance at Half Engineering’s public stakeholder meeting to gain addition information and support for SEARIP

Source: HNTB Staff and OHPA Director, 2023

STATE

- FDOT – Office of Policy Planning (OPP)
- FDOT Resiliency Action Plan (RAP)
- Florida Department of Environmental Protection (DEP)

The Florida Department of Transportation (FDOT) is a key stakeholder in the development of resiliency efforts, supporting this Plan as a part of FDOT's Resiliency Planning Program.

This plan is consistent with FDOT Office of Policy Planning Resiliency of State Transportation Infrastructure Policy Topic No. 000-525-053, supporting the State's port transportation system to improve safety, mobility, quality of life, and economic prosperity throughout Florida.³¹

In addition, the Florida Department of Environmental Protection (FDEP) has a program for resiliency that includes project funding. This plan provides coordination meetings and document review with key areas of responsibility at FDEP. Efforts to align the OHPA Port Resiliency Plan are being made to ensure the port is ready for all forms of funding as mitigation projects are developed.

LOCAL

- The City of Fernandina Beach
- The Ocean Highway and Port Authority (OHPA)

The City of Fernandina Beach is an integral key-stakeholder in the creation of this plan. Development recommendations for the Port will remain in conjunction with developments that will benefit the City-wide resiliency efforts, as well as the State of Florida's. Data has been shared and collected on behalf of the City, which is developing a Resilience Vulnerability Assessment for Fernandina Beach. This data has been shared to ensure coordination and consistency amongst stakeholders.

The OHPA Port of Fernandina Strategic Master Plan³² recommended a detailed resiliency study to be conducted in and around the Port. Resiliency considerations outlined in the Plan are included in this report as key features of the Resiliency Action Plan. These features include terminal area evaluation, rail placement evaluation, existing and anticipated areas of flooding, nearby wetlands and waterbodies, and seawall improvements in coordination with the city's planned seawall improvement project.

FEDERAL

- Federal Highway Administration (FHWA)

In 2021, the Bipartisan Infrastructure Law established the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program. This program allots \$8.7 billion in funding to improve highway, transit, intercity rail, and port facilities, as they relate to resiliency, climate change, and natural disasters. This funding is dispersed through FY 2022-2026, increasing slightly each year.

The Federal Highway Administration (FHWA) is the federal agency responsible for this funding. Both formula and discretionary funding are available under the program. These funds shall be used to make surface transportation more resilient to climate change, sea level rise, flooding, extreme weather events, and other natural hazards. Planning activities, resilience improvements, community resilience and evacuation routes, and at-risk coastal infrastructure are all activities supported by this funding program.

³¹ FDOT Resilience Action Plan, accessed online: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/planning/policy/resilience/report_fdot_resilienceactionplan_final-main.pdf?sfvrsn=3a61b390_2

³² OHPA Master Plan, access online: https://www.portoffernandina.org/files/uq4/e5fb15_021ee73a5e742c6aee09ecf25bd2584.pdf

Key policy guidance available now states that the following goals are supported by FHWA and are recommended to be used in the prioritization of formula and allocated funding:

- Improving the condition, resilience, and safety of road and bridge assets consistent with asset management plans (including investing in preservation of those assets) [23 U.S.C 119];
- Promoting and improving safety for all road users, particularly vulnerable users, and supporting major actions and goals consistent with the U.S. Department of Transportation's January 2022 National Roadway Safety Strategy for safer people, safer roads, safer vehicles, safer speeds, and enhanced post-crash care [23 U.S.C. 148];
- Supporting accelerated project delivery and an efficient environmental review process through the One Federal Decision framework and by continuing to coordinate with other Federal partners to ensure that the benefits of projects are realized as soon as possible [23 USC 139]; Making streets and other transportation facilities accessible to all users and compliant with the Americans with Disabilities Act [49 CFR 37];
- Addressing environmental impacts ranging from stormwater runoff to greenhouse gas emissions [23 U.S.C. 175, 23 USC 176];
- Prioritizing infrastructure that is less vulnerable and more resilient to a changing climate [23 USC 101, 23 USC 119, 23 USC 176, 23 USC 520];
- Future-proofing our transportation infrastructure by accommodating new and emerging technologies like electric vehicle charging stations, renewable energy generation, and broadband deployment in transportation rights-of-way [sec. 11401 of BIL, 23 CFR 645]; and
- Reconnecting communities and reflecting the inclusion of disadvantaged and under-represented groups in the planning, project selection, and design process [sec. 11509 of BIL].³³

To maximize funding opportunities, the SEARIP was created considering national resiliency efforts. The U.S. Department of Transportation Federal Highway Administration (FHWA) hosted a webinar on August 3, 2023, discussing Resilience Improvement Plan (RIP) benefits. This webinar was attended to maintain consistency with FHWA and Statewide RIP requirements. These risk-based assessments of vulnerable transportation assets include Port operations, as Ports are critical infrastructure assets that are particularly vulnerable to impacts such as storm surge, tidal flooding, wind speed, and sea-level rise. This resiliency plan aims to approach surface transportation infrastructure improvements, as they relate to Port development, with consistency to the anticipated State of Florida RIP.

Table 7- Matrix of Compliance with Federal, Local, and State Actors

Compliance Matrix		
Federal	State	Local
Federal Highway Administration (FHWA)	FDOT Resiliency Action Plan (RAP)	City of Fernandina Beach Resiliency Plan, Halff Engineering
US DOT Maritime Administration (MARAD)	Florida Department of Environmental Protection (DEP) FDOT Policy Planning (OPP) and Seaport Offices	OHPA Port of Fernandina Strategic Master Plan

Source: HNTB Staff, 2023

³³ [Bipartisan Infrastructure Law - Building a Better America – Policy Framework | Federal Highway Administration \(dot.gov\)](#)

INFRASTRUCTURE MITIGATION PLAN

The infrastructure mitigation plan identifies the Port of Fernandina's critical infrastructure and equipment needs that align with concerns outlined in OHPA 2023 Master Plan; the public engagement efforts and specific goals and objectives that concentrate on impacts to the port, port operator, tenants, and stakeholders. The identification and description of the Port's infrastructure and equipment needs, opportunities, and strategies justifies and prioritizes a comprehensive project and opportunities list. The list is centered around improvements that aim to create more resilient and impact-hardened infrastructure at the Port. A review of and research on past impacts at the Port, meetings with and input from Port staff, the Port operator, and top Port stakeholders allowed for the generation of this list. The OHPA 2023 Master Plan³⁴ and the 5-year Capital Improvement Plan (CIP) were reviewed to confirm alignment with the improvements outlined in the mitigation plan within the five-year planning horizon.

The improvements outlined are in accordance with criteria established by Federal and State funding programs dedicated to enhancing infrastructure and equipment in order to create a more resilient transportation system and Port terminal. These programs include, but are not limited to, the PROTECT Act, Florida formula funding, and competitive grant funding opportunities and support.

Like the OHPA Port of Fernandina 2023 Master Plan, this infrastructure mitigation plan began with identifying key stakeholders involved in the Port's operations, which include:

- Ocean and Highway Port Authority (OHPA)
- Savage, port terminal operator
- City of Fernandina Beach
- FDOT Office of Policy Planning (OPP)
- FDOT Seaports Office
- West Rock Paper Mill
- Genesee and Wyoming First Coast Railroad (FCRD)
- Federal Highway Administration (FHWA)
- National Oceanic and Atmospheric Administration (NOAA)

Throughout the engagement process for OHPA's 2023 Master Plan, vulnerability concerns related to storm surge, flooding, and sea level rise were identified as a key concern by the local community in a public open house at the Fernandina Beach City Hall. These vulnerability concerns directly align with the impacts and vulnerabilities analyzed in this document and serve as the core vulnerabilities used to propose resilient infrastructure projects outlined in this plan.

Goals and objectives from the OHPA Master Plan are outlined below, as they relate to this plan, resiliency, and infrastructure vulnerability. Highlighting these components of the OHPA Master Plan, this plan, aims to cover critical resilience response initiatives that comply with OHPA adopted objectives. Aligning projects with the OHPA Master Plan to mitigate the impact on affected resources, infrastructure, equipment, and commerce is essential. Furthermore, this alignment ensures that the Port is fulfilling its core planning objectives, which are interconnected with a range of funding and policy initiatives involving port advocates and transportation partners.

Goal #1: To ensure that Port and OHPA operations are conducted in the safest manner possible.

- Objective 1.2. Adopt a goal of zero accidents on the terminal.

³⁴ OHPA Port of Fernandina 10-Year Strategic Master Plan Update, access online https://be6ca9d8-cd90-42c4-ae20-c74a5f62a93f.filesusr.com/ugd/e5fb15_9c8e4cf731634577a990e3b79477668e.pdf

Safety enhancements are key components of infrastructure projects proposed in this section. This plan addresses vulnerabilities that include safety concerns at the Port, directly related to the hardening of equipment, mechanical elements, and operations and infrastructure aiming to reduce accidents on the terminal. Project addresses safety and security to improve operations or reduce impacts.

Goal #2: To restore the Port of Fernandina's cargo volume (as measured in short tons) to 2010-2011 level throughput within 5 years.

- Objective 2.1. Reach 600,000 tons of overall cargo by 2025.

Economic vulnerability is a key issue facing the Port of Fernandina. The ability for infrastructure to have the capacity to hold adequate cargo volumes is integral to the Port's operations. This plan proposes projects that help to mitigate economic vulnerabilities and increase resiliency, by providing enhancements to existing infrastructure and improving access to cargo. It also seeks to mitigate for loss of revenue and tonnage from out-of-service days on and around the terminal for port-related business, port users, and the operator to support the restoration of volume to previous peaks and beyond.

Goal #4: To improve the level of communication and cooperation between OHPA and the City of Fernandina Beach, including its businesses and residents.

- Objective 4.1. Meet regularly with City staff and elected officials.
- Objective 4.3. Look for opportunities to partner with the City of Fernandina Beach on initiatives that create a stronger economic base, improve resiliency, and enhance the quality of life in Fernandina Beach.

The creation of this plan required regular communication between the City of Fernandina Beach, OHPA, Savage, West Rock Paper Mill, G&W Railroad, FDOT, and other stakeholders. Meetings between stakeholders are documented in the Intergovernmental Coordination section of this plan. During these stakeholder meetings, partnership initiatives were explored and projects that benefit the Port and its stakeholders were discussed. These initiatives aimed to create a stronger economic base, improve resiliency, and enhance the quality of life surrounding the Port. Similarly, the City of Fernandina Beach was consulted during the creation of its citywide vulnerabilities assessment. The goal of this partnership is to ensure consistency, share information and data, and ensure that future funding opportunities are maximized.

Goal #5: To take necessary steps to ensure the resilience of its port infrastructure and improve the sustainability of its facilities and operations.

- Objective 5.1. Conduct a resiliency and sustainability study for the terminal and surrounding areas.

This plan serves as fulfillment of this goal and objective by serving as a resiliency study for the terminal and its surrounding areas to ensure the resilience of the Port's infrastructure. Combined with the City of Fernandina Beach Plan provides the required documentation of impacts, vulnerability, and mitigation needs to apply for state and federal funds related to resiliency. Ultimately, funding to create final designs and cost estimates for infrastructure that provides a more resilient Port and waterfront.

Goal #8: To seek opportunities to leverage its activities and powers to assist the City of Fernandina Beach, Towns of Hilliard and Callahan, and Nassau County to achieve their quality-of-life and resiliency goals and objectives.

- Objective 8.1. Maintain regular communication with all local and regional governmental entities and offer OHPA assistance where appropriate.

The creation of this infrastructure mitigation plan actively sought opportunities to assist the City of Fernandina Beach in achieving its resiliency goals and objectives. Regular communication with local entities helped to provide key input in relation to these goals and objectives. The City of Fernandina, The West Rock Paper Mill, the FCRD, and OHPA were all stakeholders engaged in the creation of infrastructure projects addressing resiliency. These projects not only benefit the Port, but the City of Fernandina Beach as an entity, as these stakeholders rely on each other for day-to-day operations.

Goal #12) To support sustainable and resilient waterfront redevelopment and a working waterfront in the area along Front Street just south of the terminal.

- Objective 12.2. Support or pursue appropriate grant opportunities to improve the resiliency of the Fernandina waterfront and port infrastructure.

This plan aims to support resilient waterfront redevelopment on Front St. by pursuing grant opportunities to improve the resiliency of waterfront and port infrastructure (Objective 12.2). The projects outlined in this infrastructure mitigation plan directly support waterfront redevelopment at the Port, addressing resiliency and aligning with the requirements of state and federal funding programs.

IMPACTED ASSETS, INFRASTRUCTURE, AND EQUIPMENT

To determine if an area of the port, fixed infrastructure, or equipment was particularly vulnerable to an impact Table 8 was developed as a matrix that lists the vulnerabilities across the column headings and provides a list of infrastructure and equipment in rows top to bottom. Each item was cross-referenced to the locations from Figure 6 provided in the Impacts Assessment at the beginning of the Plan. The assessment was created based on the likely impacts from flooding, storm surge, or wind damage and based upon conversations with the Port director and the terminal operator.

Table 8 –Infrastructure and Equipment Vulnerability based on Location and Impacts Assessment

Building/Equipment Type	Location Port Map (Figure 6)	Qty in Service	Flooding from Rain or Rising Sea levels	Storm Surge Category 1-3	Storm Surge Category 3-5	Wind Damage 75-155 MPH
Probable Level of Impact on listed Infrastructure and Equipment (Low, Medium, High)						
Warehouse Storage	1, 2, 3	3	Low	Low	Med	Med-High
Truck Dock	4	1	Low	Low	Med	Med
General Storage Fabric Warehouses	5, 6	2	Med-High	Med-High	High	High
Clyde “Whirley” Crane	7	1	Low	Low	Med-High	Med-High
Transit Shed (Open Storage)	8, 9	2	Low-Med	Low	Med	Med-High
Marine Building	10	1	Med	Low-Med	Med-High	Med-High
1,200 LF Dock Marginal Wharf	11	1	Low	Med	Med-High	Low-Med
Stevedore Office	12	1	Med	Med	Med-High	Med-High
Liebherr Mobile Harbor Crane	13	1	Low	Low	Med	High
Equipment Parking and Shop	14, 15	1	Med	Med	Med-High	Med-High
Rail-Mounted Gantry Cranes	16, 17	2	Low	Low	High	Med-High

Mooring Dolphins	18	2	Low	Med	Med-High	Low-Med
Fort Clinch Tugboat	19	1	Low	Med-High	Med-High	Med-High
North Rail Gate	20	1	Med-High	High	High	Med-High
Equipment Parking & Storage	21	1	Med-High	High	High	High
Container and Cargo Storage	22	1	Med	Med-High	High	Med-High
Terminal Administrative Offices	23	1	Low	Low	Low	Med-High
General Storage	24	1	Low	Low-Med	Med	Med
Refer Wall	25	1	low	low	Low-Med	Low-Med
Forklift/Container Stacker	26	3	Low	Low	Low	Low-Med
Port Security Building	27	1	Low	Low	Med-High	Med-High
Frontend Bucket Loader	Mobile	1	Low	Low	Med-High	Low-Med
Lift Trucks (3000 to 52000 lbs.)	Mobile	30	Low	Low	Med-High	Low-Med
Yard Spotter/ Ottawa Tractor	Mobile	20	Low	Low	Med-High	Low-Med
Flatbed Trailer	Mobile	11	Low	Low	Med-High	Low-Med
Container Chassis	Mobile	6	Low	Low	Med-High	Low-Med
Paper Pusher	Mobile	4	Low	Low	Med-High	Med-High
Maintenance Service Truck	Mobile	4	Low	Low	Med-High	Med-High
Mobile Welding Machine	Mobile	1	Low	Low	Med-High	Med-High
Fuel Truck (3200 gallon)	Mobile	1	Low	Low	Med-High	Med-High
Man-Lift	Mobile	1	Low	Low	Med-High	Med-High
Rail Siding		1,600 ft	Low-Med	Med	High	Med-High
Main Port Gate	28	1	Low	Low	Med-High	Med-High
Truck Scale and House	29	2	Low	Low	Med-High	Med-High
West Gates (truck and rail)	30, 31, 32	3	Low	Low	Med-High	Med-High

Source: HNTB Staff and OHPA Staff 2023

OPPORTUNITIES FOR INFRASTRUCTURE MITIGATION IMPROVEMENTS

A list of critical infrastructure and equipment needs based on the OHPA 2023 Master Plan, 5-year CIP, and key stakeholder proposals are identified below.

- Flood Protection Bulkhead
- Access Ramp Slope Repair
- Backland Storage and Intermodal Cargo Enhancement
- Warehouse Windstorm Improvements
- Enhanced Lighting for Security and Safety
- Drainage System Improvements
- Rail Access and Safety Improvements
- City Seawall Coordination Project

FUNDING AND PROGRAMMING

Opportunities to fund proposed projects at the Port of Fernandina can be achieved through applying for both Federal and State funding programs. These recommended funding programs include:

- Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Act
- FEMA Port Security Grant Program (PSGP)
- FSTED (Florida Seaport Transportation Economic Development Council)
- Florida Seaport Security Fund (FPSF)
- Florida Department of Environmental Protection (FDEP) Resilient Florida Program

These programs and their relationship to infrastructure-related areas of opportunity for the Port of Fernandina are outlined in Table 9 below.

Table 9 - Opportunities for Infrastructure Mitigation Improvements and Funding Programs

Mitigation Improvements	Protect Act	PSGP	FSTED	FPSF	FDEP	Local*
<i>Note: *includes matching requirement on Federal or State programs or Public Private Partnerships (P3)</i>						
Flood Protection Bulkhead	x		x			x
Access Ramp Slope Repair	x		x			x
Backland Storage and Intermodal Cargo Enhancement	x		x			x
Warehouse Windstorm Improvements	x		x			x
Enhanced Lighting for Security and Safety		x		x		x
Drainage System Improvements	x					x
Rail Access and Safety Improvements	x					x
City Seawall Coordination Project	x				x	x

Source: HNTB Staff and OHPA Staff 2023

PLAN IMPLEMENTATION

Based on an evaluation of the impacts and vulnerabilities that the Port of Fernandina experiences, a detailed project list is provided below. This project list addresses impacted infrastructure and proposed mitigation solutions to Port vulnerabilities. Intergovernmental coordination, most notably with OHPA, was integral to the development of this list. This plan aims to align with the requirements of the State and Federal funding programs discussed in the previous section to maximize funding opportunities for Port projects.

1. NORTH PORT FLOOD PROTECTION BULKHEAD:

Figure 24 - North Port Flood Protection Bulkheads



Source: HNTB Staff and OHPA Staff 2023

Description:

The primary purpose of North Port Flood Protection and Bulkhead would consider, design, permit, and construct a sheet pile wall, a concrete cap bulkhead, and riprap for hardening the northeastern corner of the port’s marginal wharf structure adjoining the existing north property boundary. This project will be designed to mitigate the impacts of high-water intrusion which affects operations, cargo transfer and storage, employee safety, and reliability. Drainage elements from projects No.06 and No.07 should be planned and incorporated or the three projects could be combined to better prepare the port for storm-surge and sea-level flooding impacts. Because there was no actual survey data provided for elevation when projects are selected for funding requests and implementation. It was determined from one visual site inspection that the property could potentially be improved to the south of the option 2 flood protection bulkhead to create additional cargo backlands storage as depicted in project No.03.

2. NORTH DOCK ACCESS RAMP SLOPE REPAIR:

Figure 25 - North Dock Access Ramp Structural Repair and Drainage



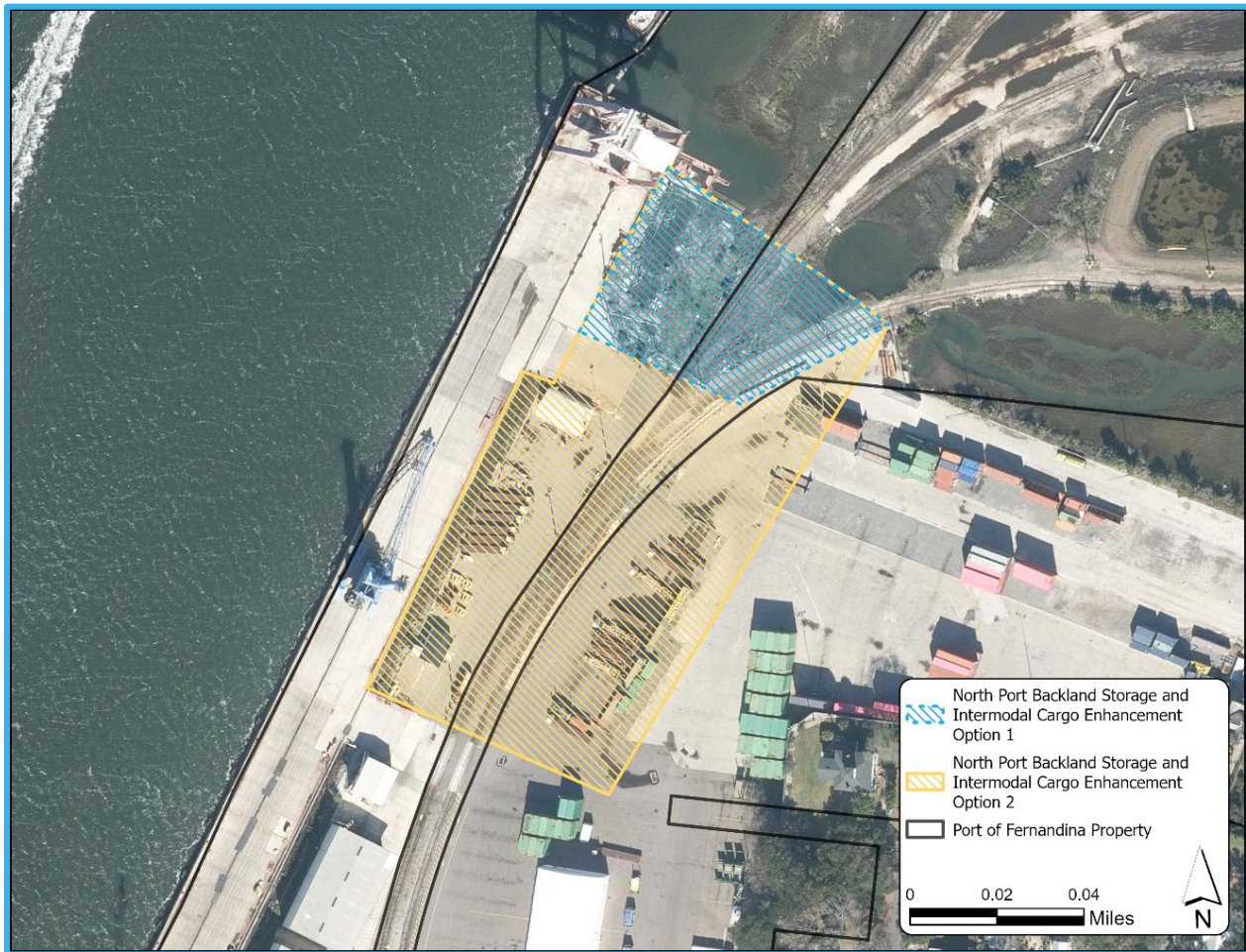
Source: HNTB Staff and OHPA Staff 2023

Description:

The OHPA’s northern marginal wharf access ramp as illustrated in Figure 25 has experienced structural undermining which has caused it to sink several inches below the surround pavement. This ramp experiences impacts from flood waters during extreme high tides, stormwater events, storm surges, rain, and extreme tidal fluctuations. This project would repair the structural integrity of the access ramp. Repair scenarios may include combining other projects like project No.03 to improve the elevation of the ramp and surrounding backlands. The primary goal is to mitigate flooding impacts and repair current damage from settling or undermining ramp infrastructure again in the future. The project would improve freight trans-load operations by maintaining critical access points to the original wharf structure. Cost estimates would require structure evaluations to determine if replacing pilings, structural cross ties, or other types of subgrade superstructural repairs are needed.

3. NORTH PORT BACKLAND STORAGE AND INTERMODAL CARGO ENHANCEMENT:

Figure 26 - North Port Backland Storage and Intermodal Cargo Enhancement



Source: HNTB Staff and OHPA Staff 2023

Description:

Develop concept designs and construction plans to improve backland storage adjacent to the 1,200 LF marginal wharf and rail line bisecting Port property. This would provide scenarios, or a phased approach, determined by prior projects completed or the availability of funds. The enhancement would include improvements to a minimum of one (1) acre with the potential to improve approximately (4) acres. These improvements include raising the overall grade, drainage system, structural reinforcement, backfill and compaction, paving to mitigate flood and sea level rise, safety and efficiency improvements, and an increase in cargo storage and interchange for the port.

The westernmost extent of the options currently adjoins the marginal wharf, and one concept would elevate backland storage to the level of the marginal wharf which has not been impacted by flood waters. This would provide better access to the dock loading zones and provide additional resilient temporary storage, cargo transfer areas, and locations for track crossing. Rail spur improvements are proposed in project No:07 but if combined into one project would be raised to meet levels of new grade.

4. WAREHOUSE WINDSTORM IMPROVEMENTS:

Figure 27 - Warehouse Windstorm and Hazard Mitigation Improvements



Source: HNTB Staff and OHPA Staff 2023

Description:

The warehouse windstorm hardening project would repair metal roofing and wall panels, improve corner securement, and install fasteners to enhance structures and siding for extreme weather and heavy wind impacts. Solar panels will also be installed. In addition, the OHPA and the port operator are considering additional covered storage on the northeast property boundary. All future additions or expansions of storage should be designed at the highest windstorm ratings possible to provide more resilient operations and be capable of withstanding extreme weather events. The connector loading dock that provides covered overhangs for truck and rail workers during storm events to provide the ability to load cargo in all-weather scenarios was damaged in a previous event and the port would like to provide funding for the hardening project to make all repairs while hardening all three facilities.

5. PORT ENHANCED LIGHTING FOR SECURITY AND SAFETY:

Figure 28 - Port Enhanced Lighting for Security and Safety



Source: HNTB Staff and OHPA Staff 2023

Description:

Repair, improve, and expand the Port’s high mast lighting. This project will improve wiring and conduit, to include energy certified, LED lighting, a high mast for high lumens and disbursement, and high wind mitigation to improve safety and security. This project is eligible for FEMA – Port Security Grant Funding (PSGP) and Protect Act funding. The primary goal is to make certain that the safety of workforce is enhanced, by doing port-wide inspections of electrical control boxes to make sure they are out of or above current floodwater situations. By improving light to high efficiency LED can provide a more sustainable solution for the port and community while providing a safer working environment. Current locations were determined from a site visual inspection and from aerial imagery and would need a more detailed survey and lighting study performed to understand the full extent of repairs and improvements necessary for this mitigation project.

6. DRAINAGE SYSTEM IMPROVEMENTS:

Figure 29 - Improved Drainage and Water Management System



Source: HNTB Staff and OHPA Staff 2023

Description:

Improve drainage on the terminal and at the northern port terminus below the rail causeways. This project would study, plan, and design improved water flushing both in and out of the salt marsh and wetlands to the north and east of the port’s property, enhance the port's flood protection, and improve existing drainage systems. The drainage plan would consider necessary maintenance, repair, improvement, and/or expansion of the current port water run-off and reclamation system. The primary purpose is to examine functionality and capacity during, major rainfall, extreme high tides, tropical cyclone weather, storms, and sea-level rise incidents to reduce and ultimately avoid sustained flooding scenarios ongoing and into the future. It was determined during this plan that the culverts under the FCRD from visual inspection greatly undersized for the flushing and water flow to and from the salt marshes and off the ports' existing pavement storage areas. It is also possible and even likely that water could be backflowing through the existing stormwater systems contributing to additional flooding in the north port areas.

7. RAIL ACCESS AND SAFETY IMPROVEMENTS:

Figure 30 - Railroad Access and Safety Improvements



Source: HNTB Staff and OHPA Staff 2023

Description:

In coordination with the Genesee and Wyoming First Coast Rail Line (FCRD) and West Rock Paper Mill, this project will improve the rail line that bisects the port’s terminal from the southern access point, through the port’s terminal areas, including the northeastern mainline and the western spur tracks. FCRD and West Rock Paper Mill may have improvements for proper grade alignments for approach and departure on or near the port terminal areas. This project supports the safe movement of cargo to and through the port terminal and will contribute to reducing rail car derailments and more efficient and resilient freight flow. The goals would be to elevate the spur in its primary low areas through the port terminal, to meet and improve crossings and grade with other port-related resiliency projects, and to improve functions of causeway bridges in combination with culvert and drainage improvement project No.06. During stakeholder meetings the FCRD was supportive of this project and would be open to more detailed discussions for design, permitting and funding described improvements.

8. CITY OF FERNANDINA BEACH SEAWALL COORDINATION PROJECT WITH OHPA:

Figure 31 - Fernandina Beach City and OHPA Seawall Coordination Project



Source: HNTB Staff and OHPA Staff 2023

Description:

Work with the City of Fernandina Beach to improve Fernandina Beach Seawall North and discover opportunities to have the project extended north to port property or the wharf to further improve the flood mitigation component of Fernandina Beach waterfront infrastructure.

The Florida State Senate released a “Water Projects List” in April 2023, outlining the 2023-2024 Fiscal Year Water Projects Bump List. The Fernandina Beach Historic Downtown Resiliency Seawall Construction Project is one of 95 projects on the list and was awarded \$1,000,000.00 to protect the City’s historic district. One goal would be to work with OHPA and other funding sources like the Protect Act and FSTED to complete the seawall through the port properties providing a seamless structure to resist flood waters, high tides, and other sea-level impacts from finding another point of intrusion.



New Business

The EPA Clean Ports Initiative has released a [notice of funding opportunity](#) for the Zero-Emission Technology Deployment Competition, which will provide grants that will fund 90% of zero-emission port equipment and infrastructure to reduce mobile source emissions (criteria pollutants, air toxics, and greenhouse gases) at U.S. ports. Applications are due by May 28th. Interested entities are encouraged to notify the EPA of their intent to apply by March 28th. Nassau Marine Terminal would have to apply for a grant in partnership with OHPA. An application by Nassau Marine Terminal/OHPA will have to be for a minimum of \$5m and a maximum of \$149m.

The ZE Technology Deployment Competition is designed to fund deployment of strategies and solutions that will help ports achieve zero-emission operations. This includes funding the purchase of ZE equipment, technologies, and related infrastructure directly serving a port, as well as funding support expenses related to deployment. For this funding opportunity, “ZE equipment” means a mobile source that produces zero tailpipe emissions of any criteria pollutant, air toxics, or greenhouse gas other than water vapor, specifically electric and hydrogen fuel cell technologies. Project activities eligible for funding under this NOFO include:

1. ZE Mobile Equipment: Eligible project costs include the purchase and deployment of new eligible battery-electric or hydrogen fuel cell vehicles, vessels, powertrains, and other mobile equipment that directly serve a port, which fall in these general categories:
 - Cargo handling equipment (e.g., terminal tractors, forklifts, top handlers, side picks, straddle carriers)
 - Drayage trucks
 - Locomotives and railcar movers
 - Harbor craft and other vessels (e.g., commercial and Tribal fishing vessels, tugs, ferries, patrol boats, workboats, dredges, pilot boats, barges)
2. ZE Infrastructure Serving Mobile Equipment: Eligible project costs include the purchase and installation of new or expanded electric charging and/or hydrogen fueling infrastructure serving eligible ZE port equipment purchased as part of the applicant’s grant award, as well as shore power infrastructure for marine vessels. Equipment not purchased as part of the grant award may also utilize the charging and fueling infrastructure. Specifically:
 - Eligible electric charging infrastructure should be located at or behind the meter (customer side). Eligible costs include but are not limited to: electric supply infrastructure for the new electric equipment, including the unit and charging cable, mount and/or pedestal, electrical panels, and their installation; upgrades to existing electrical panels or electrical service, wiring/conduit and its installation; the physical meter and its housing unit (if located on the customer side); and installation, such as design and engineering or labor (i.e., infrastructure costs associated with work on the customer’s side of the electrical meter); and charge management software, either as standalone or part of the charging unit. Costs for minor grid upgrades in front of the meter (utility side) may be considered if the work is necessary to connect an eligible charging station to the electric distribution network.
 - Funds may be used for battery energy storage systems associated with new equipment funded in the program, as well as solar and wind power generation systems that are installed to primarily power mobile equipment.

- Eligible hydrogen fueling infrastructure includes, but is not limited to, hydrogen storage tanks, liquid and gaseous hydrogen pumps and vaporizers, compressors, heat exchangers, piping and pipelines within a port facility, high-pressure dispensers (including hose, nozzles, and meters), chillers, and point-of-sale systems. Eligible costs include the purchase price and installation, such as design and engineering or labor expenses.
3. ZE Technology Deployment Support Activities: Eligible project costs include ZE technology deployment project support activities directly related to the implementation of an eligible ZE technology project, including acquiring eligible ZE equipment and infrastructure, or deploying the technology into regular service. Eligible project costs related to support may include, but are not limited to, the following activities:
- Project-specific public engagement
 - Safety planning and protocol development
 - Operational planning and protocol development
 - Workforce training
 - Project performance monitoring
 - Project management and administrative costs
 - Collection and analysis of in-use operational data to optimize/refine ZE technology implementation
 - Infrastructure testing and approval
 - Permit applications

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Budget 2023-2024 - AMENDMENT # 1

	BUDGET <u>2023-2024</u>	PROPOSED <u>AMENDMENTS</u>	AMENDED BUDGET <u>2023-2024</u>
Revenues			
Quarterly Fee	308,897.68	0.00	308,897.68
Misc Income	2,000.00	0.00	2,000.00
ARPA Reimbursement	150,000.00	69,550.35	219,550.34
FDOT Grant Reimbursement	0.00	0.00	0.00
Port Revenue - Harbor Admin	14,500.00	0.00	14,500.00
Port Revenue - Bunkering	7,500.00	0.00	7,500.00
Interest	0.00	0.00	0.00
TOTAL REVENUES	482,897.68	69,550.35	552,448.02
EXPENSES			
COMMISSION DIRECT			
Salaries - Commissioners	120,000.00	0.00	120,000.00
Payroll Taxes	11,361.00	0.00	11,361.00
Unemployment	75.00	0.00	75.00
Conferences & Travel	1,000.00	0.00	1,000.00
Insurance	1,134.00	0.00	1,134.00
WC Insurance	5,102.00	0.00	5,102.00
Unpaid Legal Fees	80,000.00	0.00	80,000.00
Board Attorney	60,000.00	0.00	60,000.00
TOTAL COMMISSION DIRECT	278,672.00	0.00	278,672.00
COMMISSION OPERATION			
Rent - Peck Center	3,401.67	0.00	3,401.67
Ports Council Representative	10,000.00	0.00	10,000.00
Salaries - Exec Director	0.00	69,550.35	69,550.35
Bus Dev Expenses	5,000.00	0.00	5,000.00
Travel	1,000.00	0.00	1,000.00
Accountant	22,800.00	0.00	22,800.00
Salaries - Office Administrator	63,600.00	0.00	63,600.00
Expenses - Office	4,000.00	0.00	4,000.00
Travel - Office Admin	100.00	0.00	100.00
TOTAL COMMISSION OPERATION	109,901.67	69,550.35	179,452.02
COMMISSION DISCRETIONARY			
Dept. of Revenue (Special Dist. Fee)	225.00	0.00	225.00
TPO. - Membership	1,497.00	0.00	1,497.00
Greater Nassau Chamber of Commerce	325.00	0.00	325.00
Advertisement	600.00	0.00	600.00
Web Site / IT Support	500.00	0.00	500.00
Awards & Presentations	120.00	0.00	120.00
Masterplan	0.00	0.00	0.00
Discretionary	720.00	0.00	720.00
TOTAL COMMISSION DISCRETIONARY	3,987.00	0.00	3,987.00
PORT OPERATIONS			
FB Annual Fee - PILOT	0.00	0.00	0.00
CSX Right of Way Fee	750.00	0.00	750.00
Insurance	18,206.00	0.00	18,206.00
Audit	28,000.00	0.00	28,000.00
FL Ports Council Dues	15,500.00	0.00	15,500.00
Nassau Cty Economic Dev Board	1,000.00	0.00	1,000.00
Sponsorships	0.00	0.00	0.00
TOTAL PORT OPERATIONS	63,456.00	0.00	63,456.00
TOTAL EXPENSES	456,016.67	69,550.35	525,567.02
Excess Revenues over Expenditures	26,881.01	0.00	26,881.00

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 444933-1-94-03	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: F591976292007
Contract Number: CFDA Number: N/A CFDA Title: N/A CSFA Number: 55.005 CSFA Title: Seaport Grant Program	Federal Award Date: Agency SAM/UEI Number:		
		80-939-7102	

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in Seaport Security Grant Program US Customs & Border Protection Facility (concept plan for 2 options), 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)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- 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 B3: Alternative Advanced Pay (Transit Bus Program)
- *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: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
 ___ *Additional Exhibit(s):

*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 March 31, 2026. 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. Notwithstanding any other provision of this Agreement, 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:

- a. The estimated total cost of the Project is \$33,333. 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 \$25,000 and, the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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,

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- 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 thirty (30) 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

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- 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

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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 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.

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- 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 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.

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

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

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

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

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

State Funded:

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

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “G”, Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

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

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

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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.

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.

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- 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.
- 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.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

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

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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, 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. 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, defend, 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."

- 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,

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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 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

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

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

AGENCY Ocean Highway and Port Authority

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Authorized Official or James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
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 US Customs & Border Protection Facility (concept plan for 2 options) - This Agreement provides department funding for the development of two alternative concept plans for a United States Customs & Border Patrol (USCBP) facility at Port of Fernandina. The Port has considered a number of options and has identified two potential solutions which include either a renovation and addition to their existing space or construction of an entirely new facility on property owned by the Port immediately adjacent to their existing facility. In order to make the appropriate determination and to better understand the financial resources that will be required for each option, the Port is proposing to retain a professional architect to provide a concept plan and initial cost estimates for each of the two options.

B. Project Location (limits, city, county, map): Ocean Highway and Port Authority / Fernandina Beach, FL

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the work required to complete the on-port planning activities related to the development of two concept plans for a United States Customs & Border Patrol (USCBP) facility at Port of Fernandina including: consulting services; cost estimates; economic assessments; environmental assessments; equipment requirements; geographic analysis; geotechnical analysis; historic resource studies; landside planning studies; mitigation assessment; operational analysis; physical planning; plan development (e.g., draft and final plans); preconstruction engineering and design; stormwater management plan

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444933-1-94-03	DPTO	088794	2024	751000	55.005	Seaport Grant Program	\$25,000.00
444933-1-94-03	LF	088794	2024	751000	55.005	Seaport Grant Program	\$8,333.00
Total Financial Assistance							\$33,333.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$25,000.00	\$8,333.00	\$0.00	\$33,333.00	75.00	25.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$25,000.00	\$8,333.00	\$0.00	\$33,333.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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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.

Kyle Coffman

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, Kyle Coffman (email: Kyle.Coffman@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

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

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

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

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

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

Insert District PIO contact info:

Phone: (904) 360-5457; FAX: (904) 360-5519

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 and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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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 for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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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.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

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.

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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.

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

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

H. Preserving Rights, Powers and Interest.

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

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

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

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

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K. Federal Navigation Projects

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

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

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

-- End of Exhibit E --

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 <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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:** \$25,000

*The award amount may change with amendments

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

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

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

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

Nassau Terminals LLC

Byron Lawrence
Vice President

November 13, 2023

VIA EMAIL

Ocean Highway and Port Authority of Nassau County
86130 License Road, Suite 9
Fernandina Beach, FL 32034
Attn: David Kaufman, Executive Director
Email: dkaufman@portoffernandina.org

Re: Letter Agreement between Nassau Terminals LLC (“Operator”) and Ocean Highway and Port Authority of Nassau County (“OHPA) to address payment issues and management of the design, permitting, acquisition and installation (“Construction”) of a 25,000 square foot fabric warehouse (the “Warehouse”) at the Port of Fernandina (the “Port”)

Dear David:

This Letter Agreement memorializes the mutual understanding between Operator and OHPA for the funding and project management activities associated with the design, permitting, acquisition and installation of the Warehouse.

Operator hereby agrees to assist with the selection of the contractor(s) for the Construction of the Warehouse (the “**Contractors**”). Both OHPA and Operator will require the selected Contractors to comply with all applicable laws, codes, regulations, and ordinances pertaining to the Construction and doing business with a Florida government entity. Operator agrees to be the point of contact and manage the day-to-day activities of Contractors at the Port. Operator will require Contractors to deliver to OHPA certified engineering/as-built drawings of the Warehouse (the “**Drawings**”). Any contract or other agreement with Contractors will contain all required terms, conditions and language required by applicable Florida law.

OHPA will enter into a Warehouse design, acquisition and installation agreement(s) with the Contractors (the “**Construction Contract**”). Among other things, the Construction Contract must require that: (i) Operator and OHPA are specifically named as indemnified parties (in their individual capacities) and as additional insureds (in their individual capacities) under the Contractor’s insurance; and (ii) the Contractors will comply with all applicable laws, codes, regulations, and ordinances pertaining to the Construction; and (iii) the Contractors will deliver the Drawings to OHPA and Operator. Before signing the Construction Contract, OHPA agrees to allow Operator to review and approve the final version of the Construction Contract so that Operator can approve the scope of work, contract amount, payment terms, indemnification, and insurance provisions. OHPA further agrees not to amend the Construction Contract or issue any change orders thereunder without Operator’s consent.

Operator agrees that it will pay OHPA all Invoice amounts submitted pursuant to the Construction Contract (“**Invoices**”) within 15 days of Operator’s receipt, review, and approval of such Invoices. OHPA will then timely pay such amounts to the Contractors. Once an Invoice is paid, OHPA will promptly submit evidence of payment to the Florida Department of Transportation (“**FDOT**”) for reimbursement of 50% of the Invoice from the Grant funds. Once reimbursement is received by OHPA, OHPA will promptly transmit the same to the Operator. Notwithstanding anything to the contrary in this Letter Agreement, Operator reserves the right to contest any Invoice submitted by Contractors but will only do so in consultation with OHPA. FDOT Grant # GIW55 authorizes funding to OHPA in an amount up to \$754,147.00 for the Construction of the Warehouse (the “**Grant**”). OHPA hereby approves use of this funding for the Construction of the Warehouse and is in no way committing any funding for any other phase or project expansion by way of this Letter Agreement. For the avoidance of doubt, OHPA’s payment obligations under the Construction Contract are limited to those funds approved of and received by way of the Grant, up to 50% of the Construction Contract amount. Unless otherwise mutually agreed upon by the parties hereto, any additional costs under the Construction Contract, including cost overruns, and change orders, will be the sole responsibility of the Operator.

Operator agrees to reimburse OHPA, in an amount not to exceed \$2,000.00, for OHPA’s legal fees related to review and administration of this Agreement, OHPA’s Request for Bids, and the Construction Contract. OHPA will provide Operator with an invoice for such fees at the time the Construction Contract is finalized. Additionally, within fifteen (15) days after receipt of an invoice from OHPA, Operator will pay to OHPA the onetime Florida Ports Council Administrative Fee of 1.75% of the Grant amount.

By countersigning this Letter Agreement in the space provided below, OHPA acknowledges the terms and conditions of this Letter Agreement.

Please feel free to contact me if you have any questions or concerns regarding this letter.

Regards,
DocuSigned by:
Byron Lawrence
Byron Lawrence, Vice President

Acknowledged and Agreed:

Ocean Highway and Port Authority

By: _____
Name: _____
Its: _____
Date: _____



AOM Report

**ADMINISTRATIVE OFFICE MANAGER
REPORT
February 2024**

Hours worked February 2024 – 159.75

- Attended February 5, 14, 28 meetings. Minutes composed.
- Prepped for meeting (agenda, packets, equipment set-up)
- Processed Accounts Payable/Receivables
- Collaborated with Joanne to start OHPA grant policies/process (FDOT request)
- Corresponded with Joanne (QB entries/transactions, bank reconciliation)
- Met with Deputy Fire Chief Higginbotham, Com. Nelson, Kyle Clark (E911)
- Prepared resolutions
- IT support (Adobe, Dynadot)
- Corresponded with FPC (Christy Gandy, Pierre LaPorte)
- Corresponded with Zyscovich (architectural services contract)
- Corresponded with Joel Dimick (Savage PM, CBP facility)
- Corresponded with Kyle Clark (FDOT grants)
- Scheduled meetings at the Peck Center
- Noticed meetings in the newspaper
- Posted Notice of Gatherings
- Researched prices for photo frame with engraving (Ch. Hill)
- Toured the Port (Congressman Aaron Bean, Mayor Brad Bean, Savage, Bean team)
- Responded to PRR (documents provided, searched files at the office)
- Invoices paid and entered into QuickBooks
- Payroll entered into QuickBooks
- Check payments processed
- Bank transactions (transfers, A/R, A/P online)
- Responded to all emails, voicemails, and corresponding documents/letters, Commissioners' and Port Accountant/Attorney requests
- Website updates, meeting videos edited
- Electronic and hard-copy file organizing
- Presidents' Day holiday (February 19th)

Public Records Request Received in February 2024- 2