



**BOARD OF COMMISSIONERS MEETING
of the
PORT OF PALM BEACH DISTRICT**

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THIS OFFICE, ONE EAST 11TH STREET, SUITE 600, RIVIERA BEACH, FLORIDA 33404 - 6921 (561-842-4201).

**Regular Board of Commissioners Meeting
3:30 p.m.
March 15, 2018**

One East 11th Street – 6th Floor
Riviera Beach, Florida 33404-6921

- THIS MEETING IS OPEN TO THE PUBLIC -

Chair Jean L. Enright
Vice-Chair Peyton W. McArthur
Secretary/Treasurer Katherine M. Waldron
Commissioner Blair J. Ciklin
Commissioner Wayne M. Richards
Executive Director Manuel Almira
Port Attorney Gregory C. Piken

I. REGULAR BOARD OF COMMISSIONERS MEETING

CIVILITY AND DECORUM: The Port of Palm Beach is committed to civility and decorum by its officials, employees and members of the public who attend this meeting.

- Officials shall be recognized by the Chair and shall not interrupt a speaker.
- Public comment shall be addressed to the Board of Commissioners as a whole and not to any individual on the dais or in the audience.
- Displays of anger, rudeness, lack of respect, obscene or vulgar conduct shall not be permitted.
- The audience is expected to be respectful of others when they are addressing the Board of Commissioners.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. ATTORNEY/CLIENT EXECUTIVE SESSION

LM Heavy Civil Construction, LLC v. Port of Palm Beach District
Case No. 502017CA005376XXXMB, pending in Circuit Court in and for
Palm Beach County, Florida

Executive Session Attendees: Commissioner Blair J. Ciklin;
Commissioner Jean L. Enright; Commissioner Peyton W. McArthur;
Commissioner Wayne M. Richards; Commissioner Katherine M.
Waldron; Executive Director Manuel Almira; Port Attorney Gregory C.
Picken, Esq.; Port Attorney Donald Bicknell, Jr., Esq.; Court Reporter
Susan Kruger

F.S. 286.011(8) allows the Board of Commissioners and the Port
Director to meet in a Closed-Door Attorney/Client Session for the
purpose of discussing strategy related to litigation.

The Chair shall announce:

- 1) The Attorney/Client Closed-Door Executive Session
- 2) The estimated length of time is 45 minutes

- 3) The names of the persons attending:
 - Commissioner Blair J. Ciklin
 - Commissioner Jean L. Enright
 - Commissioner Peyton W. McArthur
 - Commissioner Wayne M. Richards

 - Commissioner Katherine M. Waldron

 - Executive Director Manuel Almira

 - Port Attorney Gregory C. Picken, Esq.

 - Port Attorney Donald Bicknell, Jr., Esq.

 - Court Reporter Susan Kruger

- 4) Attendees of the Attorney/Client Closed-Door Executive
Session will relocate from the Board Room to the Conference
Room.

D. APPROVAL OF THE MINUTES

Documents:

D MINUTES.PDF

E. ADDITIONS, DELETIONS, PRESENTATIONS, ANNOUNCEMENTS

**Palm Beach County Municipal Clerk's Association - City Clerk, Debra Buff
Presentation of Certified Municipal Clerk (CMC) Certification to Venice Howard**

**Membership Certificate from the Puerto Rican / Hispanic Chamber of Commerce
for Palm Beach County, Florida – Sam Roman, Chairman**

F. CONSENT AGENDA

Documents:

F CONSENT.PDF

F.1. Financial Statements For January 2018

Documents:

F-1 FINANCIAL STATEMENTS.PDF

F.2. Financial Reports For January 2018

Documents:

F-2 FINANCIAL REPORTS.PDF

F.3. Cash And Investments For January 2018

Documents:

F-3 CASH AND INVESTMENTS.PDF

F.4. Accountant's Report For January 2018

Documents:

F-4 ACCOUNTANTS REPORT.PDF

F.5. Contract Renewals

Documents:

F-5 CONTRACT RENEWALS.PDF

F.6. Contract Report

Documents:

F-6 CONTRACT REPORT.PDF

F.7. Business Development

Documents:

F-7 BUSINESS DEVELOPMENT.PDF

F.8. Public Relations & Marketing

Documents:

F-8 PR AND MARKETING.PDF

F.9. Community Grants

Documents:

F-9 COMMUNITY GRANTS.PDF

F.10. Items For Ratification

Documents:

F-10 A CG AND BD POLICIES.PDF

F-10 B ESCALATOR REFURBISH.PDF

F.11. Approval Of Audit Committee Nominees

Documents:

F-11 AUDIT COMMITTEE NOMINEES.PDF

G. DISTRICT REPORTS

G.1. Executive Director's Report

Documents:

G-1 ED REPORT.PDF

G.2. Engineering Report

Documents:

G-2 ENGINEERING REPORT.PDF

G.3. Governmental Affairs Report

Documents:

G-3 GOVERNMENTAL AFFAIRS REPORT.PDF

G.4. Commissioner's Report

Documents:

G-4 COMMISSIONERS REPORT.PDF

H. OLD BUSINESS

H.1. Peanut Island Update

Documents:

H-1 PEANUT ISLAND UPDATE.PDF

H.2. Consideration CH2M Work Order For Bidding Process Administration Of The MOB Demolition And Container Yard Improvements Project

Documents:

H-2 WORK ORDER.PDF

H.3. Approval Of Agreement For Selected Firms For CCNA

Documents:

H-3 CCNA.PDF

H.4. Authorization To Advertise A Request For Bids For MOB Demolition And Container Yard Improvements Project

Documents:

H-4 RFB FOR MOB DEMOLITION.PDF

I. NEW BUSINESS

I.1. Approval Of Granicus Agenda Management System

Documents:

I-1 AGENDA MANAGEMENT.PDF

I.2. Approval Of Purchasing Policy Changes

Documents:

I-2 PURCHASING POLICIES AND PROCEDURES.PDF

I.3. Approval Of Approval Of 2018 Amended & Restated Lease Maritime Office Complex – Tropical Shipping

Documents:

I-3 TROPICAL LEASE AMENDMENT.PDF

I.4. Approval Of Temporary Site License With Cingular Wireless

Documents:

I-4 TEMPORARY SITE LICENSE.PDF

J. COMMENTS FROM THE PUBLIC

K. COMMENTS FROM THE BOARD OF COMMISSIONERS

L. SET NEXT MEETING DATE

Regular Board Meeting - Thursday, April 19, 2018- 4:00 p.m.

M. ADJOURNMENT

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**APPROVAL OF MINUTES
ITEM D**

PREPARED BY: Venice Howard Deputy Clerk March 6, 2018

SUBJECT: Approval of the Minutes

BACKGROUND INFORMATION: The minutes of the following public meeting are attached for your review:

February 21, 2018 Regular Board of Commissioners Meeting

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: The Board of Commissioners is respectfully requested to review the minutes, advise staff of any necessary changes and approve the minutes of the January 18, 2018 Regular Board of Commissioners Meeting.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

BOARD OF COMMISSIONERS
PORT OF PALM BEACH DISTRICT
Regular Board Meeting

- - -

Wednesday, February 21, 2018

Port of Palm Beach
One East 11th Street
Riviera Beach, Florida

4:00 p.m. - 5:55 p.m.

- - -

ATTENDING:

Jean L. Enright, Chair
Peyton W. McArthur, Vice Chair
Katherine M. Waldron, Secretary/Treasurer
Blair J. Ciklin, Commissioner
Wayne M. Richards, Commissioner
Manuel Almira, Executive Director
Paul Zielinski, Deputy Director/CFO
José R. Soler, Port Engineer
Jarra Kaczwara, Sr. Director, Business Development
Ken Hern, Director, Seaport Operations, Security
Carl Baker, Director of Planning
Gregory Picken, Port Attorney
Donald R. Bicknell, Jr., Port Attorney
Venice Howard, Deputy Clerk
Aidy Alonzo, Public Relations/Media Specialist

1 MS. HOWARD: Yes.

2 CHAIR ENRIGHT: Please let's stand for the
3 Pledge of Allegiance.

4 (Pledge of Allegiance recited.)

5 CHAIR ENRIGHT: Please be seated.

6 Now we will adjourn in order to attend the
7 attorney-client executive session. Those in attendance
8 will be myself, Commissioner Ciklin, Commissioner
9 McArthur, Commissioner Richards, Commissioner Waldron,
10 Executive Director Mr. Almira, Mr. Picken, Mr. Bicknell
11 and Ms. Kruger, who will be our reporter.

12 MR. PICKEN: I'm sorry, I just have a
13 formality here. The attorney is supposed to request
14 the attorney-client session and then say everything
15 that you just said, so I incorporate that.

16 CHAIR ENRIGHT: Okay, thank you.

17 MR. PICKEN: But I'm requesting an
18 attorney-client session with regard to pending
19 litigation. And the subject matter of the meeting is
20 confined to settlement negotiations or strategy
21 sessions related to litigation expenditures.

22 CHAIR ENRIGHT: Thank you, sir.

23 We will now exit this meeting, and we'll
24 return within 30 to 45 minutes from now. Please excuse
25 all of us.

1 (Whereupon, there was a recess in the
2 proceedings from 4:03 p.m. until 4:40 p.m.)

3 CHAIR ENRIGHT: The meeting will now
4 reconvene, and we will go on with the approval of the
5 minutes.

6 COMMISSIONER RICHARDS: Madam Chair.

7 CHAIR ENRIGHT: Yes.

8 COMMISSIONER RICHARDS: I move that we
9 approve the minutes of the January 18th meeting.

10 VICE CHAIR MCARTHUR: Second.

11 CHAIR ENRIGHT: So moved and seconded. All
12 in favor? Any discussion? All in favor, please say
13 aye.

14 (A chorus of ayes.)

15 CHAIR ENRIGHT: Motion carries, five/zero.

16 Mr. Almira, are there any additions,
17 deletions?

18 EXECUTIVE DIRECTOR ALMIRA: Yes, Madam Chair.
19 Under consent we would like to address F.14. Also,
20 under District reports, we would like to add G.4. And
21 lastly, under new business, we would like to add I.7.

22 COMMISSIONER RICHARDS: So moved.

23 VICE CHAIR MCARTHUR: Second.

24 CHAIR ENRIGHT: Any discussion? All in
25 favor, please say aye.

1 (A chorus of ayes.)

2 CHAIR ENRIGHT: Motion carries, five/zero.

3 Now let's go on to the consent -- I'm sorry.

4 Presentations? Any presentations --

5 EXECUTIVE DIRECTOR ALMIRA: None.

6 CHAIR ENRIGHT: -- announcements?

7 Let's go to the consent agenda. Are there

8 any items that --

9 VICE CHAIR MCARTHUR: Madam Chair.

10 CHAIR ENRIGHT: Yes.

11 VICE CHAIR McARTHUR: Yes, I'd like to pull

12 F.10 and F.11.

13 CHAIR ENRIGHT: Any others?

14 COMMISSIONER CIKLIN: F.7, I have a question

15 on that.

16 CHAIR ENRIGHT: Okay. Any others? Very

17 well. Before we proceed, let's discuss and go to --

18 MS. HOWARD: You can approve the consent.

19 CHAIR ENRIGHT: Okay, let's approve the

20 consent with the ones added, which is F.7, we're going

21 to discuss F.10 and F.11. All in favor, please say

22 aye.

23 MS. HOWARD: Make a motion.

24 CHAIR ENRIGHT: Motion, motion.

25 COMMISSIONER RICHARDS: So moved.

1 COMMISSIONER WALDRON: Second.

2 CHAIR ENRIGHT: All in favor, please say aye.

3 Motion carries, five/zero.

4 Now let's go back to F.7, Business
5 Development.

6 COMMISSIONER CIKLIN: Yes, I guess this is
7 yours, Jarra? I know we're trying to get things in
8 order on this. I'm a little confused on one thing
9 that -- say, for instance, that a Commissioner wanted
10 to attend a sort of a function. Is it now that we have
11 to have a whole table, you can't just buy individual
12 tickets, or he only has that certain pool of money that
13 he can use? How is that going to be effected?

14 MS. KACZWARA: No, sir. Right now the policy
15 has not changed whatsoever.

16 COMMISSIONER CIKLIN: I know, but I don't
17 even know what the policy is.

18 MS. KACZWARA: The current policy for
19 Business Development, the program is that each
20 Commissioner has two tickets that can be purchased for
21 any of these trade events.

22 COMMISSIONER CIKLIN: Oh, okay. All right.

23 CHAIR ENRIGHT: Okay, any other questions
24 with F.7?

25 COMMISSIONER RICHARDS: A follow-up. So how

1 does -- for instance, on I.7, I'm interested in
2 attending the Mayor's Ball, but I don't need a whole
3 table. I see items under trade event where this is
4 quite similar. How does one determine if it could be a
5 trade event versus not a trade event, just as a
6 follow-up?

7 CHAIR ENRIGHT: Just hold up.

8 Ms. Kaczvara, why don't you go, if you all
9 don't mind, let her go over the policy for us and then
10 maybe we can --

11 COMMISSIONER CIKLIN: It hasn't changed. I'd
12 just let her answer.

13 CHAIR ENRIGHT: Okay, go on, just answer.

14 COMMISSIONER CIKLIN: Yes. Otherwise, we'll
15 be here forever.

16 MS. KACZWARA: So the Community Grants policy
17 and the trade development --

18 COMMISSIONER RICHARDS: Just trade.

19 MS. KACZWARA: Okay, so the trade development
20 items are very specific, because they are either
21 organizations, associations or events that are very
22 specific to either cargo, industry, associations that
23 may support the Port in any of those areas or segments.
24 They are not specific to anything that may be a
25 501(c)(3) or nonprofit within the community.

1 CHAIR ENRIGHT: So in essence, if
2 Mr. Richards, if he wants to attend that, or any other
3 Board member who wants to attend the Mayor's Ball, then
4 it will be taken out of Business Development. Am I
5 correct?

6 MS. KACZWARA: Under the current policy, it
7 would come out of Community Grants.

8 CHAIR ENRIGHT: Okay.

9 MS. KACZWARA: We can further discuss that
10 under H.2, if you'd like.

11 CHAIR ENRIGHT: Because that will be so
12 expensive --

13 COMMISSIONER RICHARDS: I'm okay.

14 CHAIR ENRIGHT: -- and you will be out of
15 money.

16 COMMISSIONER RICHARDS: I'm okay with
17 waiting.

18 CHAIR ENRIGHT: I don't even think we have
19 any money.

20 COMMISSIONER RICHARDS: I'm okay waiting to
21 H.2.

22 VICE CHAIR MCARTHUR: Madam Chair.

23 CHAIR ENRIGHT: Yes, go ahead.

24 VICE CHAIR McARTHUR: And I'd just like to,
25 for the record on the two tickets, I think it should

1 only be one ticket for the Commissioner. That's who
2 represents us. If the Commissioner wants to take a
3 guest, either the guest or the Commissioner should pay
4 for it.

5 CHAIR ENRIGHT: Any other comments on that?
6 But we would have to vote on that. We would have to
7 vote to do that.

8 MS. HOWARD: On F.7.

9 CHAIR ENRIGHT: On F.7.

10 COMMISSIONER RICHARDS: I move approval of
11 the current F.7.

12 CHAIR ENRIGHT: Which is the Commissioner can
13 have a guest, and then under the current -- we're
14 asking for approval under the current policy.

15 COMMISSIONER RICHARDS: Madam Chair.

16 CHAIR ENRIGHT: Yes.

17 COMMISSIONER RICHARDS: F.7 is approval of
18 the items that are listed, and I think they're not
19 controversial, so it's okay for us to approve the
20 current F.7.

21 CHAIR ENRIGHT: Okay, so moved. Do we have a
22 second?

23 COMMISSIONER WALDRON: Second.

24 CHAIR ENRIGHT: All in favor, please say aye.

25 (A chorus of ayes.)

1 CHAIR ENRIGHT: Motion carries, five/zero
2 or --

3 VICE CHAIR McARTHUR: No, it's okay.

4 CHAIR ENRIGHT: Okay, five/zero, motion
5 carries.

6 Let's go on now to F.10.

7 VICE CHAIR MCARTHUR: On F.10 I'd just like
8 to know, these are very lightweight requests. Why are
9 we pulling these back? Did we not receive enough
10 responses, Ken, or --

11 MR. HERN: Yes, Commissioner, we advertised
12 these, and we only received -- one RFP was received
13 from landscape servicing, one was for track repair, and
14 we didn't receive any RFPs for cleaning services.

15 COMMISSIONER CIKLIN: What kind of service?

16 MR. HERN: Cleaning service, uniform cleaning
17 services for our maintenance staff.

18 COMMISSIONER CIKLIN: Really?

19 VICE CHAIR MCARTHUR: Is our process
20 complicated, or I mean it seems like there are a lot of
21 entities like we would like to get into the Port to
22 have some work, and these seem to be ideal types of
23 projects. Is there -- what can we do to improve it?

24 MR. ZIELINSKI: If I may answer that, our
25 policy that's been approved does not require RFPs for

1 these contracts. RFPs are only required for contracts
2 valued at \$25,000 or above. Between 5,000 and 25,000,
3 I believe we were allowed three written bids. Under
4 that is a verbal. So we can go back out for these
5 without doing an RFP if we choose. Again, it's
6 according to policy.

7 VICE CHAIR MCARTHUR: But we did an RFP
8 first, but it's not required?

9 MR. ZIELINSKI: We tried an RFP. And the
10 reason why they're not responding, Commissioner, is
11 exactly what you said. They're small firms. RFPs are
12 meant for larger firms that have the staff that
13 understand them. We can go back out under our current
14 policy and do it a little less complicated.

15 VICE CHAIR MCARTHUR: And can we do that for
16 F.10 and F.11? F.11 is the screen.

17 MR. ZIELINSKI: I have to look at the value
18 of that contract again.

19 MR. HERN: It's going to be significant. I
20 don't think it's going to be under 25.

21 MR. ZIELINSKI: That one might be an RFP.

22 VICE CHAIR MCARTHUR: Okay. But when we can,
23 if we could do that instead of an RFP, we'd get more,
24 hopefully, local and small businesses to reply.

25 MR. ZIELINSKI: We will concentrate on that.

1 COMMISSIONER RICHARDS: Question.

2 CHAIR ENRIGHT: Go ahead.

3 COMMISSIONER RICHARDS: The responses that we
4 did receive, were they not reasonable, in our
5 estimation?

6 MR. HERN: The landscaping one was a little
7 bit higher than what we're accustomed to paying for it,
8 so again, going back, you know, from our regular
9 company. And we didn't even receive a bid from our
10 regular company that's doing it, which is O'Hare.
11 Again, we'd like to see more participation. That's
12 what we've heard from the Board in the past, and that's
13 what we're endeavoring to seek.

14 COMMISSIONER RICHARDS: For a company to
15 respond to an RFP, it's timely and it's costly.

16 MR. HERN: Correct.

17 COMMISSIONER RICHARDS: And if there's only
18 one, but if it's within a reasonable range, I think we
19 should go with them. Now, if it's exorbitant, of
20 course not. But if it's five or ten percent and they
21 responded, I think they should have a right to move
22 forward and not to start over again. That's why I
23 asked you is it within a reasonable range.

24 MR. HERN: I would have to get back with you
25 on that, Commissioner.

1 COMMISSIONER RICHARDS: How does the Board
2 feel?

3 COMMISSIONER CIKLIN: I think we should just
4 re-bid and get more people involved, because the RFP,
5 that's a painful process for a lot of even medium sized
6 firms. They just don't want to do it. It's not worth
7 their time. So we need to go back on how we were doing
8 it.

9 MR. HERN: Commissioners, if I'm hearing our
10 CFO correctly, if you would reject these bids, we could
11 go back to these same companies, reevaluate their
12 proposals, reevaluate their cost. And under the
13 process Mr. Zielinski just explained, we'd be able to
14 go ahead and initiate a contract with them, so we would
15 be able to meet your goal as well.

16 COMMISSIONER RICHARDS: Well stated.

17 CHAIR ENRIGHT: Thank you. Any other
18 comments?

19 EXECUTIVE DIRECTOR ALMIRA: I happen to have
20 one, and that is let's keep in mind that we are in the
21 process of reviewing our procedures and policy, and
22 this is one area that we would like to concentrate on.
23 Another twist that -- you know, the insurance becomes
24 an issue as well. You know, some of these folks do not
25 have the insurance level that we're requesting. But,

1 you know, we'll work on it.

2 COMMISSIONER RICHARDS: Move approval of
3 F.10.

4 VICE CHAIR McARTHUR: Second.

5 CHAIR ENRIGHT: All in favor, say aye.

6 (A chorus of ayes.)

7 CHAIR ENRIGHT: Motion carries, five/zero.

8 Next, F.11.

9 MR. HERN: Commissioner McArthur, you had
10 asked a question about F.11.

11 VICE CHAIR MCARTHUR: It was the same.

12 MR. HERN: Okay.

13 VICE CHAIR McARTHUR: F.10 and F.11 was the
14 same.

15 MR. HERN: Then that just needs to be voted
16 on for approval.

17 COMMISSIONER RICHARDS: So moved.

18 VICE CHAIR MCARTHUR: Second.

19 CHAIR ENRIGHT: All in favor, please say aye.

20 (A chorus of ayes.)

21 CHAIR ENRIGHT: Carries, five/zero.

22 Now we're going to proceed to District
23 reports. Mr. Almira.

24 EXECUTIVE DIRECTOR ALMIRA: Thank you,
25 Commissioner.

1 COMMISSIONER RICHARDS: Didn't we move to add
2 items to consent?

3 CHAIR ENRIGHT: Yes, we did.

4 VICE CHAIR McARTHUR: F.14?

5 CHAIR ENRIGHT: F.14.

6 COMMISSIONER RICHARDS: Did we move to add
7 those items to consent?

8 CHAIR ENRIGHT: Yes, we did.

9 COMMISSIONER RICHARDS: So we're good.

10 CHAIR ENRIGHT: We also -- Mr. McArthur has a
11 question with F.14. We added that, and then we
12 approved it.

13 MS. HOWARD: Yes.

14 CHAIR ENRIGHT: So that was also approved, so
15 we're all right. Thank you. I appreciate it.

16 Mr. Almira.

17 EXECUTIVE DIRECTOR ALMIRA: Yes,
18 Commissioner, under my executive report I'd like to
19 start with the Tenant Coffee, which was held back on
20 February the 6th. We had a numerous amount of friends
21 and clients and also a government official.

22 What we learned is that once again, all CBP
23 inspections that are being performed and inspectors
24 have a dual responsibility. Lack of CBP inspectors due
25 to their multiple demand. As we know, the CBP will go

1 ahead and clear the passenger vessel first. Then they
2 also have to clear cargo vessels and perform
3 inspections on specific containers, as well as
4 automobiles.

5 Where this is leading to, Commissioners, is
6 that it was clearly mentioned we are very, very poor
7 when it comes to the number of inspectors, particularly
8 when you take into consideration that these inspectors,
9 some of them would have to also monitor what's going on
10 up in the St. Lucie County airport, as well as and our
11 international airport in Palm Beach. Not to say
12 anything more on this other than the fact that
13 sometimes they are actually pulled from here, and they
14 get sent down to the Mexican border to do inspections
15 down there.

16 So we are in a crunch. As such, what we have
17 done is we composed a letter that we are hoping that
18 all the Commissioners have signed. I'll sign it as
19 well, and then this letter will then go to all of our
20 elected officials up in Washington, D.C. Is it going
21 to work? I'll tell you what's not going to work: If
22 we don't say anything about it. The old adage, the
23 squeaky wheel gets the oil. So therefore, I think all
24 of you have agreed to it. If not, please do sign it,
25 and we'll just take it from there.

1 Commissioner Enright and I have talked about
2 who and who has a better, should I say friendship,
3 commercial relationship. I think you have volunteered
4 to contact a few. I know that Commissioner Waldron, of
5 course, she has already talked to Congresswoman
6 Frankel. I volunteer to meet with each and every one
7 of them.

8 But it's getting to the point where we are
9 going to be in a -- we're going to be facing a big
10 challenge, particularly when the second cruise ship
11 comes in. Right now every other day, as you know, the
12 ship is not here. Therefore, cargo then gets the
13 number of inspectors. But with regular sailings every
14 day, again, the cargo activities would have to face
15 somewhat of a delay, only because of the lack of
16 inspectors. There's two things: Funding, and
17 obviously, the funding will give us additional
18 inspectors. Any questions on that?

19 CHAIR ENRIGHT: Mr. McArthur.

20 VICE CHAIR MCARTHUR: I would just suggest
21 that we also contact the Business Development Board and
22 the Economic Council and ask for their support.

23 EXECUTIVE DIRECTOR ALMIRA: Good idea. We
24 can do that.

25 Continuing. Commissioners, at that same

1 meeting we also learned of our need to enhance our
2 fumigation at the Port of Palm Beach under USDA. They
3 have apparently changed the method and the process by
4 which they go ahead and fumigate. What happens, just
5 really short and sweet, when produce comes into the
6 United States, depending on what type of produce, it
7 needs to be inspected, (a), and it needs to -- also
8 sometimes needs to be fumigated. It is a call by USDA.

9 USDA has informed us that our facility here
10 at the Port of Palm Beach is not adequate, certainly
11 not to the standards that Miami, Port of Miami and/or
12 Port Everglades. As such, as an example, if you have a
13 commodity coming from -- a produce commodity coming in
14 from anywhere in the Caribbean, if it requires
15 fumigation, the individual importer will be assessed an
16 additional cost to have that container transported down
17 to the nearest facility -- in this case being Port
18 Everglades -- and perform the fumigation there.

19 There's an added problem or challenge here,
20 and that is the fumigation companies, which is
21 basically one. It's called Al-Flex. They don't kind
22 of see coming up here as a good return on investment.
23 The volume of imported commodities through the Port of
24 Palm Beach certainly is nowhere near what it is in
25 Miami or Port Everglades.

1 So I am working closely not only with USDA,
2 but also Tropical Shipping to see if we can find a
3 happy medium. We were supposed to get a whole series
4 of statistics as well as requirements to come up with a
5 better fumigation facility here at the Port, but I'm
6 afraid that's going to require at least an acre of
7 land, which, as you know, is going to be kind of tight.
8 But we'll continue to work.

9 Continuing. During this past January Florida
10 Ports Council meeting, Carl Baker represented the Port
11 of Palm Beach. The main point there was the CPCS
12 study. If you recall, that's the distribution
13 logistics study. The final report should be completed
14 by the end of March. That's what I've been told. Or
15 this month.

16 MR. BAKER: End of this month.

17 EXECUTIVE DIRECTOR ALMIRA: End of this
18 month, okay.

19 Continuing. We are now active participants
20 in the Green First here in the Port of Palm Beach. The
21 Port has announced a new campaign for green,
22 eco-friendly initiatives. We will be rolling out our
23 plans for an environmentally conscientious friendly
24 program and also implementing new ones. Remember to --
25 this is what I've been told -- reduce, reuse, recycle

1 and rethink.

2 Tomorrow at 9:30 staff and Commissioners have
3 been invited to attend a training session on prevention
4 of harassment and discrimination in the workplace. It
5 will be held right in this boardroom.

6 All right. Now, the Haiti Cholera Research
7 Foundation will have a press conference on Friday in
8 this boardroom between the hours of 11 a.m. to 2 p.m.
9 Commissioner Waldron will be conducting an open
10 discussion on dealing with disasters in Haiti.

11 Commissioner, I'm not sure if you would like
12 to say a couple of words about it, if it's okay with
13 the Chair.

14 CHAIR ENRIGHT: That's fine.

15 COMMISSIONER WALDRON: Yes, they're having
16 some mayors and vice mayors from Haiti coming, and
17 there's a bunch of us speaking. And I'll be talking a
18 little bit about disaster recovery in terms of, you
19 know, my role in Palm Beach County Cares, working to
20 help the victims of the U.S. Virgin Islands and Puerto
21 Rico, so --

22 EXECUTIVE DIRECTOR ALMIRA: Great.

23 COMMISSIONER WALDRON: -- I will be doing
24 that. Thanks.

25 EXECUTIVE DIRECTOR ALMIRA: Thank you for

1 your efforts, really.

2 Continuing. Events. Of course, several
3 coming up for the AAPA. There's one that we ought to
4 start looking at, and that's the AAPA Spring Conference
5 up in Washington, D.C. It will be -- I believe it will
6 be advantageous for us to participate and also visit
7 with our federally elected officials and bring forth
8 this challenge that we're facing.

9 Other than that, of course, the Steel
10 Conference this year is going to be up in Baltimore.
11 The Florida Ports Council will have a meeting in the
12 summer in Orlando. That's a one day up, one day down.
13 And the regular Board meeting for the annual will be in
14 St. Petersburg, Florida later in the year, September
15 5th and 6th.

16 If you have any questions, Commissioners? If
17 not, I'll pass it on to our engineer.

18 CHAIR ENRIGHT: Thank you.

19 Before you start, I would like to acknowledge
20 the Mayor of Palm Beach Shores in the audience back
21 there. Want to stand up for us? Thank you. Happy to
22 have you attend our meeting. Thank you.

23 MAYOR KOUTZEN: Thank you.

24 MR. SOLER: Good afternoon, Commissioners. I
25 will present the report for the engineering work

1 throughout the Port.

2 We start off with the Berth 17 project. At
3 this moment, the contractor has been working on the
4 completion of the bulkheads. As you can see in this
5 picture, the north bulkhead is already completed,
6 including the repairs to the concrete surface. Fenders
7 are in process of installation, with a few fenders and
8 truck tires to be installed at this point.

9 On the west bulkhead, all the bumper fenders
10 are already installed. The opening work, which
11 requires for installation of the trench drain to
12 collect all the rainwater, is still in process.

13 And the south wall is already completed, with
14 all the fenders and the truck tires already in place.

15 The contractor has started working on the
16 dolphin structures. As you remember, we have three
17 dolphin structures. The one in the middle and the one
18 on the west side, which are the ones on the top of the
19 photo, are the ones that the contractor is working
20 right now by installing the steel forms.

21 They started the installation of the steel
22 forms on both of the dolphin structures, and rebar is
23 already -- installation of rebar has already taken
24 place in the middle dolphin structure. This should be
25 completed, based on the contractor information, it

1 should be completed by the end of this week, and
2 probably the pour, concrete pour will take place by the
3 beginning of next week.

4 A few more pictures of the rebar installation
5 inside the dolphin structure.

6 The third dolphin structure, the one that is
7 located in the east side, as you might as well
8 remember, the piles did not meet the required capacity.
9 For that purpose, AECOM conducted a remediation
10 condition drawing in which they added two additional
11 piles between the four original piles that were in
12 place per the original design.

13 The original piles were 32 inches. The ones
14 that are included in the remediation drawings are 36
15 inches. That is based on the fact that 36 inches is a
16 more common type of dimension, so what is available at
17 this moment in terms of stock material, 36 is more
18 available. So the procurement process to getting the
19 piles once the submittal is approved, it will be easier
20 and faster to get 36 inches than waiting for the 32
21 inches to be produced.

22 At this moment, the contractor should start
23 working on the submittal process, submitting the piles
24 for the dolphin structure and the WEAP analysis in
25 order for AECOM to approve the minimum tip elevation

1 and the length of the piles.

2 On the upland work, the contractor started
3 with the grading of the paving area. The pavement
4 under the conveyor system will be an eight inch
5 concrete slab, and outside of the conveyor area is
6 going to be asphalt pavement. Even though they already
7 started with the grading, it's been pretty slow in
8 starting the actual work of installing the forms and
9 doing the concrete pour.

10 On the north side of the bulkhead they
11 started the installation of the water box we can see
12 here in the picture, and they still have to install the
13 electrical boxes for the shore power on the north side
14 of the slip.

15 So the activities that have been completed
16 today, obviously the piles are already driven, some of
17 the fenders have been already installed, but the
18 contractor is still pending on the work of the dolphin
19 structures, as well as the catwalk and the rest of the
20 fenders. Once all the water side is completed, the
21 contractor will move on and complete the upland work.

22 Based on the information submitted by the
23 contractor, based on the last update that was
24 submitted, which was for November -- they have been
25 really late in submitting the invoices for the

1 project -- they submitted a two week look-ahead this
2 week in which they stated that the substantial
3 completion for the project will be March 11, and the
4 final completion to be done 30 days after that.

5 We have to consider and keep in mind that the
6 dolphin structure from the east side is not considered
7 in that schedule that they have provided.

8 Based on the information that they have
9 submitted in the last five, six months, we are not
10 comfortable in the information that they have provided,
11 since they already have not achieved some of the things
12 that they say they're going to do this week. So we
13 have been -- we are working the same scenario.
14 Contractor has been stating that they will complete the
15 project and activities in a certain manner, and their
16 production and working schedule and activities have not
17 shown the same procedures that they have to present on
18 their schedules.

19 Do you have any questions regarding Berth 17?

20 CHAIR ENRIGHT: No. Any questions,
21 Commissioner? Any questions?

22 Thank you very much.

23 MR. SOLER: Continuing with another of the
24 projects that we're working on, CH2M Hill, which is the
25 CCNA of record at this moment, is working on the design

1 of the demolition, redevelopment of the area of the,
2 what we call the MOB area.

3 Through the last two months, CH2M Hill
4 submitted a 65 percent deliverable package, which was
5 reviewed and approved by the Port of Palm Beach, and
6 CH2M is currently working on the 100 percent
7 deliverable package. They have had meetings with the
8 utility providers. With that, we mentioned Fibernet,
9 Comcast and FP&L. All three companies have utilities
10 that are going to be impacted by the demolition and
11 redevelopment of the area.

12 The last company that met with CH2M Hill was
13 FP&L, which met with them this week and provided the
14 final drawings and final requirements that they have
15 for additional pipes to underground all the existing
16 aerial utilities that run through the MOB area.

17 We are estimating that the final drawings for
18 the project should be delivered to the Port by the end
19 of this month. We'll be able to review and comment on
20 them and probably will come back to the Board in March
21 to request approval to go out for bid. As for now, the
22 project is scheduled to be out for bid in July 2018.

23 Any questions regarding the MOB?

24 CHAIR ENRIGHT: Any questions?

25 MR. SOLER: The other project that we're

1 working on is the rail spur improvement, phase one.
2 This area is what we call the horn. The area of the
3 horn is called the curve. As we speak, the contract
4 was already awarded and executed.

5 González & Sons, which is the awarded
6 contractor, is already in the process of the submittals
7 for the materials. Everything is going to be submitted
8 and approved in order for them to get all the material
9 to be delivered to the project. The lead time of most
10 of the material that needs to be used for the
11 construction, some of them take from eight to 12 weeks
12 to get here.

13 Since the project has to be performed in a
14 manner that it doesn't affect the rail activities at
15 the Port, since we use those rails every day, most of
16 the work will be performed during the night, and it has
17 to be ready and available for use the next day. So in
18 order for them to be able to construct the project as
19 is required, they will have to have all the material
20 here. So every window that they have open, they have
21 to come in, work and leave the areas to be operational
22 to the next day. Based on the schedule --

23 CHAIR ENRIGHT: Mr. -- just hold on a second.

24 VICE CHAIR McARTHUR: I hate to ask this
25 question, but seeing this is going to be done at night,

1 how loud is it going to be?

2 MR. SOLER: It's mostly removal of rails and
3 new installation. It will not be as painful as the
4 pile driving that we had, Berth 17.

5 VICE CHAIR MCARTHUR: Okay.

6 MR. SOLER: In terms of noise, the impact to
7 the community area will not be the same. It will be
8 lower.

9 VICE CHAIR McARTHUR: Thank you.

10 MR. SOLER: So right now as we speak, we are
11 in the submittal process. We will take from the award
12 date of January all the way to June, and then in June
13 we'll start with the special track work and move along
14 to the spur number one and number two. The progress
15 should be completed by August, based on the schedule
16 that we provided to the contractor.

17 We have had meetings already with González &
18 Sons in which they request the Port that whenever we
19 have a window of work during the day or other than the
20 one that was requested during the bidding process, they
21 will be glad to come in and expedite some work so they
22 will perform the work and finish it before August. We
23 are in constant communication with the rail crew and
24 operation, and we'll provide them every window we have
25 of opportunity for them to work.

1 Any questions regarding the rail project?

2 CHAIR ENRIGHT: Any questions? Questions?

3 No.

4 MR. SOLER: That will be all for now.

5 CHAIR ENRIGHT: Thank you very much.

6 Government affairs. I see where Mr. Pinsky
7 did submit his report, and I hope all Commissioner have
8 had a chance to read it. I guess we will go on now
9 to -- I just said that Mr. Pinsky did forward his
10 report, and I hope all Commissioners have had a chance
11 to review it and read it. Now we will go on to
12 Commissioner Waldron.

13 COMMISSIONER WALDRON: This is an update on
14 the commerce park, which some people have in the past
15 called the inland port. Just the status since the last
16 meeting when the Commission voted to allow me to work
17 with staff to act as a catalyst with the other entities
18 to kind of move this forward.

19 So we've had a couple meetings, both very
20 good meetings. And Carl Baker and Mr. Almira went
21 to -- we all went out to South Bay and met with the
22 Mayor and the City Manager to kind of sync up. And
23 they were a day away from passing a resolution with
24 Florida Crystals.

25 And I don't know if you have that second --

1 so right here is the 86 acres, okay, that Florida
2 Crystals -- that South Bay has just approved to sell to
3 Florida Crystals. And this is the plot of land that we
4 feel is best used to kind of start the commerce park
5 initiative. It's also adjacent, if you look across to
6 the east, to Florida Crystals' 860 some acres that they
7 want to eventually expand into.

8 So the status is right now that the lawyers
9 of South Bay and the lawyers at Florida Crystals are
10 talking to work out the terms of the deal. And in the
11 meantime, we've had some meetings with the Business
12 Development Board and the County, which is very
13 interested and supportive of this initiative, to work
14 to find an anchor tenant and generate interest and
15 incentives to find somebody to get there.

16 So we had a meeting a week ago with Florida
17 Crystals and the Business Development Board and the
18 County representative to kind of discuss that, and that
19 went very well. We're meeting again in about four
20 weeks to continue.

21 So the hope is about the time when the
22 lawyers finalize the details and the contract's in
23 place, we can have a good idea of what kind of business
24 we can entice to get there. And that would be the way
25 that we would start our multiphase process to

1 eventually, hopefully, get towards a larger commerce
2 park which would generate a lot of jobs and economic
3 development out there. So that's the status.

4 CHAIR ENRIGHT: Thank you very much.

5 You want to give us an update, anything
6 interesting happening with the MPO?

7 COMMISSIONER WALDRON: We call it the TPA
8 now. That was voted on a couple months ago,
9 Transportation Planning Agency.

10 And basically, one item which I did mention
11 to Mr. Almira is the TPA is moving away from being
12 County run and into an independent stage. So all the
13 municipalities and the County representatives on that
14 Board are being asked to put up a portion of that
15 funding.

16 When he put up the portion for the Port --
17 because they based it on population, so ten cents per
18 person. Knowing that our Port is a little bit unique,
19 they didn't do that to us, because that would have been
20 pretty bad, but what they did do is they put us right
21 in the middle, which I still disagreed with.

22 So Manny and I are going to be meeting with
23 the Executive Director of the TPA to see if we can
24 bring that down. It's \$5,600 they're asking for, which
25 I suppose maybe isn't a lot, but I think it's not fair,

1 and I think it should be closer to 3,000. So we'll see
2 what we can do.

3 CHAIR ENRIGHT: My question to you --

4 VICE CHAIR McARTHUR: Do you know what we pay
5 now?

6 COMMISSIONER WALDRON: Well, see, it went
7 from the County --

8 VICE CHAIR McARTHUR: Right.

9 COMMISSIONER WALDRON: We pay nothing.

10 CHAIR ENRIGHT: Zero.

11 COMMISSIONER WALDRON: So they're trying to
12 figure out everything. And my issue was that I
13 wasn't -- you know, I was just told that we're going to
14 do it differently. I wasn't -- we weren't given a
15 heads-up. And so when they put it up on the chart,
16 I -- the chart up, I spoke up. And fortunately, they
17 didn't vote on it. They just voted on the concept. So
18 we have about a month leeway to see if we can get some
19 wiggle room.

20 CHAIR ENRIGHT: I guess the question the
21 Board would have to think about, what are we getting
22 for our \$56,000 a year?

23 COMMISSIONER WALDRON: 5,600.

24 CHAIR ENRIGHT: Oh, 5,600?

25 COMMISSIONER WALDRON: Yes.

1 CHAIR ENRIGHT: Oh, that makes a difference.
2 I'm sorry.

3 COMMISSIONER WALDRON: Yes, it makes a huge
4 difference. Well, I still think it should be less.
5 Well, you know, I think it's important that we have
6 representation on the Board, so --

7 CHAIR ENRIGHT: I thought you said thousand.

8 COMMISSIONER WALDRON: No. And remember
9 several months back when this was voted on at the TPA,
10 they suggested, I assume, \$8,000. So I brought that up
11 at the meeting before, that when we did the budget, we
12 should put that. And so it will be less than that, but
13 I'm hoping it will be half that.

14 CHAIR ENRIGHT: Excuse me, excuse me, I
15 really thought you said 56,000.

16 COMMISSIONER WALDRON: Oh, no. That would be
17 a lot of money, yes.

18 CHAIR ENRIGHT: Thank you very much for your
19 report; thank you.

20 Mr. Almira.

21 EXECUTIVE DIRECTOR ALMIRA: I'm ready to go
22 to the next one.

23 COMMISSIONER CIKLIN: I've got a question.

24 CHAIR ENRIGHT: Excuse me. Mr. Ciklin.

25 COMMISSIONER CIKLIN: 5,600. In the last few

1 years, what have we actually gotten out of the MPO? I
2 mean is there anything tangible that they've actually
3 ever done for us?

4 COMMISSIONER WALDRON: Yes, Manny and I had
5 this discussion yesterday. They prioritize with FDOT
6 on some of the roads and the transportation. So I
7 think it's important that we have presence there so we
8 can speak up about what we need done.

9 COMMISSIONER CIKLIN: Right. But my question
10 was what have we, in the last ten years --

11 COMMISSIONER WALDRON: Well, I've only been
12 here for a year, so maybe somebody else can --

13 COMMISSIONER CIKLIN: What have we gotten in
14 the last year?

15 COMMISSIONER RICHARDS: I think MLK would
16 be --

17 EXECUTIVE DIRECTOR ALMIRA: Yes.

18 VICE CHAIR McARTHUR: Yes, MLK.

19 EXECUTIVE DIRECTOR ALMIRA: Entrance to the
20 Port.

21 COMMISSIONER CIKLIN: Was it?

22 COMMISSIONER RICHARDS: Oh, yes.

23 CHAIR ENRIGHT: Yes, when we had the issues
24 with MLK, I was on the MPO, and also Wayne was, and it
25 was important that we gave our input. Now, I don't

1 know what is in the future, if we would even be
2 involved in anything, so I guess --

3 COMMISSIONER CIKLIN: Well, we need to find
4 out, is what my point is.

5 CHAIR ENRIGHT: Right, because --

6 COMMISSIONER WALDRON: Well, when we have
7 that meeting with Mr. Almira, I think we can bring that
8 up and talk to him about that.

9 CHAIR ENRIGHT: Thank you.

10 VICE CHAIR McARTHUR: Madam Chair.

11 CHAIR ENRIGHT: Yes.

12 VICE CHAIR McARTHUR: And I don't like paying
13 the MPO any more than anybody else does, but it really
14 is important for us to be involved and monitor it. You
15 know, a lot of people that follow the MPO thought the
16 move from basically a County department to an
17 independent organization was more about getting away
18 from the County cap on salaries, and because right now,
19 I mean prior to this, the MPO employees could only get
20 an increase of whatever the County was giving.

21 Now they're free from that and some other
22 things like that. Like, for instance, they used to be
23 able, when the MPO met, people could monitor it on the
24 radio. Now they meet all over the county, and except
25 for the Commissioners that are in the meeting, we can

1 no longer hear the MPO meeting. But anyway, just
2 sharing that.

3 But notwithstanding that, I think it's
4 vitally important that we stay involved, because we may
5 not need them for a couple years, but when we need
6 them, we want them.

7 COMMISSIONER CIKLIN: That's fair.

8 CHAIR ENRIGHT: And I guess too we just need
9 to work on the price and if you all can negotiate
10 something.

11 COMMISSIONER CIKLIN: And when you have the
12 meeting, can we just find out what's on their long-term
13 plan?

14 EXECUTIVE DIRECTOR ALMIRA: Horizon, yes.

15 COMMISSIONER CIKLIN: To see what we've got.

16 COMMISSIONER WALDRON: That's easy to do,
17 sure.

18 CHAIR ENRIGHT: Any other comments? Thank
19 you. Go on to old business. Peanut Island.

20 EXECUTIVE DIRECTOR ALMIRA: Yes, under H.1,
21 Commissioners, this week we learned that the long
22 awaited structural study from the Weeks company will be
23 available for us on March 10th. In the meantime, they
24 have gone ahead and charged the County Parks and Recs
25 \$9,500, and we pay half of that. In fact, they're

1 already asking for the money.

2 Another point that I wanted to bring to your
3 attention, about six months ago, thereabouts, we had --
4 and I hate to call it a public meeting, but we had a
5 meeting here, a round table discussion about exploring
6 separate or different ideas of what to do with Peanut
7 Island.

8 What I'd like to do and inform the
9 Commissioners is that after March 10th, once we have
10 the study, then I'd like to have another meeting. And
11 one of the motivating factors is that a private
12 company, a tenant here at the Port is extremely
13 interested in those piers that you see there. Now, to
14 what extent they're interested, we don't know, but then
15 again, I'm hoping that the study will be able to
16 illuminate the path going forward. It may be out of
17 his range, or it may very well be in his range.

18 But nevertheless, again, by the time we get
19 back, I think we will have had another meeting, and
20 I'll bring the results at that point. So we'll have
21 two things. We'll have the study, and we'll also have
22 the results of that particular meeting. So stay tuned.

23 VICE CHAIR McARTHUR: Madam Chair.

24 CHAIR ENRIGHT: Yes, go ahead.

25 VICE CHAIR McARTHUR: And I'd like to share

1 something with you today. I met with Ramsay Bulkeley
2 this afternoon. He's the Deputy Director of Planning,
3 Building and Zoning. He's been tasked by County
4 Administrator Verdenia Baker. He's working with Karen
5 Marcus and with Eric Call, and she wants him to kind of
6 spearhead this. And that's a great improvement for us.

7 EXECUTIVE DIRECTOR ALMIRA: It is.

8 VICE CHAIR McARTHUR: You know, that's a --

9 EXECUTIVE DIRECTOR ALMIRA: Fully agree.

10 VICE CHAIR McARTHUR: It's really helpful.

11 EXECUTIVE DIRECTOR ALMIRA: We'll invite them
12 as well to come in and listen, and all Commissioners
13 are invited. If you can make it, that will be great.

14 CHAIR ENRIGHT: When is your meeting?

15 EXECUTIVE DIRECTOR ALMIRA: We don't know
16 yet, Commissioner. We had thought about March 7th, but
17 because of the report being ready on March 10th, it
18 will have to be between March 10th and our next Board
19 meeting, which is on the 15th. So we'll keep everyone
20 abreast. Thank you.

21 CHAIR ENRIGHT: Continue. Ms. Jarra,
22 ticketing.

23 MS. KACZWARA: Jarra Kaczwarra, Senior
24 Director of Business Development and Communications.

25 Madam Chair, fellow Commissioners, the item

1 before you, H.2, is open discussion between the
2 Commission on Community Grants and Business Development
3 programs. I have taken and gathered information on
4 both programs, in terms of ticketing primarily,
5 donations, table sponsorships and advertisements and
6 sponsorships for both programs. I have consolidated
7 that and provided it to you with some recommendations
8 that really are a consolidation of what I have compiled
9 really to open the discussion among Commissioners.

10 You can see in the findings that Business
11 Development really, for the most part, currently is two
12 tickets per Commissioner. My recommendation is that we
13 continue to keep that at two tickets per Commissioner.
14 To open the discussion, that might be the easiest way
15 to open it, and then from there we can move on to the
16 Community Grants program.

17 CHAIR ENRIGHT: I guess my question to you is
18 I know Commissioner Richards mentioned the Mayor's
19 Ball. Now, I know that things on the Business
20 Development, if they deal with scholarships and of that
21 nature, then we would have no problem placing that
22 under the Mayor's Ball. Now, my question to you,
23 because that event is so expensive and I would hate for
24 him to miss out, it cannot -- we did not put that under
25 the Community Grants with Commissioners' moneys, funds.

1 We put that under Commissioners' funds because they
2 said -- what was it, coalition -- what's the name of
3 the --

4 MS. KACZWARA: The Homeless Coalition?

5 CHAIR ENRIGHT: The Homeless Coalition. And
6 because when we give to the Homeless Coalition, they're
7 dealing with, what, housing and food and things for
8 individuals, not scholarships for children? Is that
9 why that particular item had to go under the Community
10 Grants for individuals rather than the Business
11 Development Board?

12 MS. KACZWARA: Yes, according to our current
13 policy, Madam Chair, that would go under Community
14 Grants because it is a nonprofit 501(c)(3).

15 CHAIR ENRIGHT: And it has nothing to do with
16 scholarships as a whole. Business Development is --

17 MS. KACZWARA: Unless the policy changes and
18 it follows something along the lines of the
19 recommendation before you where the table sponsorships
20 under Community Grants would fall under a Business
21 Development program for community outreach.

22 COMMISSIONER RICHARDS: Madam Chair.

23 CHAIR ENRIGHT: Yes.

24 COMMISSIONER RICHARDS: I'm actually
25 confused. May we hear the recommendation? Then we can

1 maybe take it from there.

2 CHAIR ENRIGHT: Okay.

3 COMMISSIONER RICHARDS: That's okay with you?

4 CHAIR ENRIGHT: Right, right, she gave it to
5 us.

6 COMMISSIONER RICHARDS: Well, the full
7 recommendation as it relates to tickets.

8 MS. KACZWARA: So we can move on to the
9 Community Grants recommendation, Commissioner.

10 COMMISSIONER RICHARDS: Okay.

11 MS. KACZWARA: Currently the Community Grants
12 program allocates \$500 a year per organization. That
13 is in its entirety. That \$500 would cover a donation,
14 tickets, ads, tables or sponsorships.

15 So the recommendation would be that we keep a
16 \$500 per year amount per organization for donations.
17 On top of that, we would have a ticket amount
18 recommended per Commissioner of \$250 per ticket, with
19 an allocation of two tickets, maximum, per
20 Commissioner. Any tickets that wanted to be purchased
21 in excess of that would be purchased at the
22 Commissioner's expense.

23 For advertisements and sponsorships, we would
24 allocate a \$500 maximum annually in addition to the
25 \$500 for tickets and donations, and then there would be

1 a table allocation if you want a table allocation
2 separate from that. Otherwise, there would be just a
3 separate \$500 allocation that would encompass the
4 tables, the ads and the sponsorships.

5 And the recommendation is that that would
6 come out of a community outreach program under the
7 Business Development budget. And in doing so, if there
8 was a table purchased, there would have to be tenants
9 or potential tenants as a part of that table.
10 Otherwise, that could not be paid out of Business
11 Development. It would not, therefore, be a Business
12 Development expense.

13 CHAIR ENRIGHT: Any questions? I guess my
14 question I'm going to go back and ask, we're talking
15 about sponsorships under Business Development. You're
16 saying the maximum annual per organization is \$500. Am
17 I correct?

18 MS. KACZWARA: Could you repeat that?

19 CHAIR ENRIGHT: You're saying a
20 recommendation, \$500 maximum annual per organization
21 for a table, ad and sponsorships, right?

22 MS. KACZWARA: Correct.

23 CHAIR ENRIGHT: Currently we don't do that.

24 MS. KACZWARA: Currently we do do that. We
25 did it for MLK.

1 CHAIR ENRIGHT: Okay, now my question, let's
2 go further. We've always ended up with a table
3 sponsorship and all this for Business Development
4 Board. Is that included in this, or that's something
5 totally separate?

6 MS. KACZWARA: Business Development Board,
7 those are paid out of Business Development, out of the
8 Business Development budget.

9 CHAIR ENRIGHT: Not this.

10 MS. KACZWARA: Not out of Community Grants.

11 CHAIR ENRIGHT: Okay, okay. Go on.

12 COMMISSIONER RICHARDS: So the MLK tickets
13 would come out of -- if a table is not purchased and a
14 person wanted to go to the MLK breakfast, out of which
15 fund would that come?

16 MS. KACZWARA: Community Grants.

17 COMMISSIONER RICHARDS: But if a table is
18 purchased, it would then come out of Business
19 Development?

20 MS. KACZWARA: Under the new policy, if
21 tenants were invited.

22 COMMISSIONER WALDRON: That's the
23 differentiator?

24 MS. KACZWARA: Yes, it is.

25 CHAIR ENRIGHT: Or else you pay for it

1 yourself, like I did for --

2 MS. KACZWARA: If it were individual tickets.

3 COMMISSIONER RICHARDS: Well, you can always
4 pay for something --

5 CHAIR ENRIGHT: Yes, yes. But I'm going back
6 to Commissioner Richards. So this Mayor's Ball -- I'm
7 trying to get you there. You know, this Mayor's Ball,
8 under the policy we would have to go with Community
9 Grants. It could not because we're dealing with the
10 Homeless Coalition, which is 501(c)(3). How does that
11 differ from some of the other things that are
12 501(c)(3), maybe because we're dealing with
13 scholarships for students countywide?

14 MS. KACZWARA: It depends on if you're
15 talking about the current policy or the recommended
16 policy.

17 COMMISSIONER RICHARDS: Let's go to
18 recommended.

19 CHAIR ENRIGHT: Let's go to recommended.
20 Keep it clean.

21 MS. KACZWARA: So if it's the recommended
22 policy, you can have a table as long as you have
23 tenants or potential tenants that are a part of that
24 table.

25 CHAIR ENRIGHT: So in essence, we can

1 purchase a table for the Mayor's Ball to make -- and
2 make sure that Mr. Richards and his guests or whoever
3 else from the Board can attend.

4 I'm just using you as an example; don't get
5 me wrong.

6 And then we'll make sure the tenants are in
7 attendance, because they'll be participating, and maybe
8 they can bring something in, businesses or whatever.
9 Am I correct?

10 MS. KACZWARA: Yes, Madam Chair.

11 CHAIR ENRIGHT: So there would not be a
12 problem if we purchase a table for the Mayor's Ball and
13 then invite tenants. And if Commissioners want to
14 attend, they could, and then Wayne, you could come
15 and --

16 MS. KACZWARA: That's correct, and we've done
17 that in the past.

18 CHAIR ENRIGHT: Okay, okay. Thank you.

19 Mr. Ciklin.

20 COMMISSIONER CIKLIN: Yes, I think that's a
21 screwed up situation, because then we're just buying a
22 table and spending \$3,000. We have one Commissioner
23 that's interested in going to represent the Port, but
24 to get around it, we've got to buy a whole table and
25 invite a bunch of tenants? That doesn't make any sense

1 whatsoever to me. Am I wrong, or is that correct?

2 COMMISSIONER RICHARDS: That sounds correct.

3 MS. KACZWARA: All I can tell you is that it
4 has been the policy in the past for that particular
5 situation, and it was done in the past.

6 CHAIR ENRIGHT: But we can change it today.
7 Am I correct?

8 MS. KACZWARA: This is for discussion. The
9 Board can make whatever decisions they would like.

10 COMMISSIONER CIKLIN: But you understand what
11 I'm saying, right?

12 MS. KACZWARA: Yes, I do.

13 COMMISSIONER CIKLIN: Why would we spend
14 \$3,000 if we have --

15 EXECUTIVE DIRECTOR ALMIRA: But if I may, you
16 don't have to spend the 3,000. You can have your two
17 tickets, and you can invite a tenant or a potential
18 tenant, that client to go with you, so now you're down
19 to four tickets, not the entire table. The entire
20 table is done in the event that some other
21 Commissioners would like to go.

22 COMMISSIONER CIKLIN: That's not -- I don't
23 think that's correct, what he's saying.

24 CHAIR ENRIGHT: I'm with Commissioner Ciklin
25 in that if we might have three Commissioners who would

1 like to attend, we're talking about six tables -- six
2 tickets versus a whole \$3,000, and that makes a
3 significant difference.

4 Commissioner Richards.

5 COMMISSIONER RICHARDS: I understand
6 Commissioner Ciklin's concern. If the Port Board
7 wishes two tickets, I'd hate for us to have to run
8 around and find people in the Port.

9 COMMISSIONER CIKLIN: Right.

10 COMMISSIONER RICHARDS: That's not a good use
11 of our money, so I would not -- I don't support that as
12 well.

13 COMMISSIONER CIKLIN: Right. Let's just
14 change it.

15 COMMISSIONER RICHARDS: I'm wondering if we
16 need a maximum annual amount, whatever the number,
17 something that's reasonable. We're out there promoting
18 the Port --

19 COMMISSIONER CIKLIN: Right.

20 COMMISSIONER RICHARDS: -- but each
21 Commissioner maxes out at a certain number similar to
22 how we do in Community Grants. That's pretty easy.

23 COMMISSIONER CIKLIN: Yes.

24 CHAIR ENRIGHT: My understanding also is that
25 this money, the money we're using is coming from the

1 ads and the billboards on Interstate 95, and that those
2 funds can really not be used for Port uses as far as in
3 our budget. So they were supposed to be earmarked for
4 Community Grants and things to promote the community
5 and Commissioners who go out and promote the community.
6 So I said all this to say that I think maybe we need to
7 look at the whole policy and maybe tweak it and change
8 it to incorporate, to insert what Commissioner Ciklin
9 and what Commissioner Richards said.

10 In addition to looking at the funds, I know
11 that when I first arrived here, we received, what,
12 6,000 or \$7,000 with Community Grants, and then we
13 received blah, blah, blah, blah, and the money was, you
14 know, used in all sorts of ways, but promoted the
15 community.

16 MS. KACZWARA: The contract, just for
17 clarification, the contract for the billboards was
18 modified in January of 2007, and as such, the budget
19 was modified as such. And we can get into those
20 discussions. I think probably properly so, maybe
21 during the budget discussions. And so I'd be happy to
22 do that at that time.

23 COMMISSIONER CIKLIN: Jean.

24 CHAIR ENRIGHT: Yes, go on.

25 COMMISSIONER CIKLIN: I don't think we want

1 to do that, I don't think. But I think all we need to
2 do is tweak this a little bit so instead of having to
3 buy a table and start finding, you know, last minute
4 people to show up to black tie events, we let a
5 Commissioner who wants to represent us, let him go. So
6 that's all we want to do.

7 CHAIR ENRIGHT: Right.

8 COMMISSIONER CIKLIN: I don't think that's --
9 and I don't think what Manny was saying, I don't think
10 that's legal right now, but if it is, that's even
11 better.

12 EXECUTIVE DIRECTOR ALMIRA: That's how it's
13 done in Port Everglades, Commissioner.

14 COMMISSIONER CIKLIN: Well, you know --

15 VICE CHAIR McARTHUR: That's what we said,
16 it's been illegal.

17 COMMISSIONER CIKLIN: Yes, right.

18 CHAIR ENRIGHT: Right. But I --

19 COMMISSIONER CIKLIN: So if Jarra can do
20 that --

21 CHAIR ENRIGHT: Right, I think it would be
22 good. And then if something comes up and other
23 Commissioners would like to attend, I think they should
24 be able to, because we do have the funding from the
25 source, which you said that you did a new contract and

1 the money went up or whatever, and -- but I'm like
2 Commissioner Richards. I would hate to see us trying
3 to find folks to go so that he can go or that another
4 Commissioner would want to attend. So if we can make
5 it work and you bring it back to us, I would appreciate
6 it. When is that event going to occur?

7 COMMISSIONER RICHARDS: Well, I'd rather get
8 it right. I'm not concerned. I think I've purchased
9 two tickets this year, total -- no, one, one ticket.
10 So I'm not so concerned about this or any event. I'd
11 rather we do this correctly for the Port. So I thank
12 you for that, but I want to get it right.

13 CHAIR ENRIGHT: Okay. Yes.

14 VICE CHAIR McARTHUR: So that's an agenda
15 item.

16 CHAIR ENRIGHT: Oh, but this is an agenda
17 item. We can come back.

18 VICE CHAIR McARTHUR: I mean that's
19 specifically about the --

20 COMMISSIONER RICHARDS: Madam Chair, I might
21 suggest maybe we ask Mrs. Kaczwarra to go over it.
22 Let's have her present Community Grants. We talk about
23 it, we vote on it, and then we go to Business
24 Development. Otherwise, it's a little too unwieldy.

25 CHAIR ENRIGHT: Okay.

1 COMMISSIONER RICHARDS: I think we could
2 possibly get through one piece at a time, one bite at a
3 time.

4 CHAIR ENRIGHT: Okay, go on.

5 MS. KACZWARA: So we can start with
6 donations. Under Community Grants, would you like to
7 keep donations at \$500 per organization per year?

8 CHAIR ENRIGHT: I have no problem. Any other
9 Commissioners?

10 COMMISSIONER RICHARDS: I move accordingly.

11 CHAIR ENRIGHT: Okay, next.

12 COMMISSIONER RICHARDS: You need a second.

13 CHAIR ENRIGHT: Second?

14 VICE CHAIR McARTHUR: Second.

15 CHAIR ENRIGHT: All in favor?

16 COMMISSIONER CIKLIN: We're going to take
17 each thing individually or --

18 CHAIR ENRIGHT: Or can we just take the
19 whole --

20 COMMISSIONER CIKLIN: Yes, we do the whole
21 package.

22 CHAIR ENRIGHT: Whole package.

23 MS. KACZWARA: Okay. Tickets, in addition to
24 the \$500 donation per year, each Commissioner would
25 have up to two tickets, at a maximum of \$250 per

1 ticket --

2 CHAIR ENRIGHT: I have a problem. Two
3 tickets, fine. But I don't think there should be a
4 maximum, because you're spending your own Community
5 Grants money anyway, and there might be an event where
6 you just want one ticket and it's \$300. Do you see
7 what I'm saying? This is out of whatever you receive
8 of Community Grants, the \$2,000. When you see an event
9 you want to attend, it costs \$300, should a
10 Commissioner be able to take that -- buy a ticket at
11 \$300 to go to that event or whatever for Community
12 Grants? I don't see why not, but any opposition?

13 COMMISSIONER CIKLIN: Is that coming out of
14 the Community Grants?

15 CHAIR ENRIGHT: Yes.

16 MS. KACZWARA: Yes.

17 COMMISSIONER CIKLIN: Then I agree with Jean,
18 we don't want to put a limit on it if you only have a
19 certain amount.

20 CHAIR ENRIGHT: Right, right. You only have
21 a certain amount anyway.

22 MS. KACZWARA: It's a Board decision. I'm
23 here at your will.

24 COMMISSIONER RICHARDS: Let's go with Jean's
25 idea.

1 COMMISSIONER CIKLIN: Yes, with Jean's,
2 that's fine.

3 MS. KACZWARA: So no maximum on the ticket
4 price?

5 CHAIR ENRIGHT: Right, right.

6 COMMISSIONER CIKLIN: You have a certain
7 amount of money, so what's the difference?

8 MS. KACZWARA: Okay.

9 CHAIR ENRIGHT: You can't buy a ticket for
10 \$1,000 unless you want to --

11 MS. KACZWARA: Two ticket maximum. No per
12 ticket amount.

13 CHAIR ENRIGHT: Right, two ticket.

14 MS. KACZWARA: Okay? Done?

15 CHAIR ENRIGHT: Done.

16 MS. KACZWARA: The table sponsorship, ad
17 sponsorships and -- the tables, ads and sponsorships
18 under Community Grants, the recommendation is that
19 there be an additional \$500 maximum per year, per
20 organization, and that it come out of Business
21 Development, a separate account under Business
22 Development classified as community outreach.

23 COMMISSIONER RICHARDS: Okay with that.

24 CHAIR ENRIGHT: Yes, I'm okay with that,
25 because then that would take care of you, because

1 (inaudible). You'd be out of money. That will take
2 care of you. Yes, I'm in agreement with that.

3 EXECUTIVE DIRECTOR ALMIRA: How about the
4 rest?

5 COMMISSIONER CIKLIN: That's fine. Keep on
6 going.

7 MS. KACZWARA: We're done.

8 CHAIR ENRIGHT: Yes, we're done. Thank you.

9 COMMISSIONER CIKLIN: Good.

10 COMMISSIONER RICHARDS: And where are we on
11 Business Development tickets?

12 MS. KACZWARA: That's two tickets,
13 Commissioner. That has not changed.

14 COMMISSIONER RICHARDS: Okay.

15 CHAIR ENRIGHT: And now we're going to the
16 Mayor's. It's a new thing. It's on the agenda, right?
17 Yes.

18 COMMISSIONER CIKLIN: Yes.

19 CHAIR ENRIGHT: Okay.

20 MS. KACZWARA: Thank you.

21 CHAIR ENRIGHT: Thank you very much.

22 Old business, H.3.

23 MR. SOLER: Good afternoon, Commissioners.
24 This is H.3. This is a consideration of AECOM work
25 order amendment number four for Berth 17.

1 As a background, the Berth 17 project was
2 scheduled to be completed by July 2017. During the
3 month of June 2017, the contractor submitted a revised
4 schedule for the project in which they stated that the
5 project will be completed by December.

6 So in order to have construction engineering
7 services through the completion of the project, the
8 Board approved an amendment to the work order for AECOM
9 to have services through December. The contractor did
10 not meet this date and didn't achieve the completion of
11 the project by December, as they stated, so an
12 amendment number three was approved in order to add
13 additional amounts of money for AECOM to have
14 engineering services through the month of December -- I
15 mean through the month of February 2018. That was
16 approved in the last -- two Board meetings ago.

17 After that amendment number three was
18 approved, AECOM submitted a work order to the Board in
19 which they stated that they have -- they need an
20 additional \$75,000 -- that's amendment number four --
21 since they have discovered an error in the budget for
22 the spreadsheet that they submitted in the previous --

23 VICE CHAIR McARTHUR: Excuse me, Mr. Soler.

24 CHAIR ENRIGHT: Excuse me. We've already
25 gone through this, and I'm very sure that all the

1 Commissioners have had a chance to read this item. So
2 I'm just going to ask you if you can just pause for a
3 minute --

4 MR. SOLER: Sure.

5 CHAIR ENRIGHT: -- and because I know they've
6 had a chance to read it and go through it and we talked
7 about it in our last meeting, so I'm just going to ask
8 for a motion.

9 VICE CHAIR McARTHUR: So moved --

10 CHAIR ENRIGHT: And a second --

11 VICE CHAIR McARTHUR: -- that we approve
12 amendment four --

13 CHAIR ENRIGHT: -- that we approve

14 amendment --

15 EXECUTIVE DIRECTOR ALMIRA: Four.

16 CHAIR ENRIGHT: -- four.

17 COMMISSIONER CIKLIN: Second.

18 CHAIR ENRIGHT: All in favor? Aye. Motion
19 carries.

20 So we made your job very simple and easy.

21 Thank you --

22 MR. SOLER: Thank you.

23 CHAIR ENRIGHT: -- very much, sir.

24 New business. We'll go on, and Mr. Almira --

25 EXECUTIVE DIRECTOR ALMIRA: Yes.

1 CHAIR ENRIGHT: -- I.1.

2 EXECUTIVE DIRECTOR ALMIRA: Commissioners --

3 CHAIR ENRIGHT: You're going to give us an
4 update, right?

5 EXECUTIVE DIRECTOR ALMIRA: That is correct,
6 yes, I'd just like to provide an update. We have now
7 the contract written by Mr. Greg Picken. We have
8 internally analyzed it, and we just have some minor
9 changes.

10 While that's going on, we also have received
11 the rates from both engineering companies, E. C.
12 Fennell and Kimley-Horn, K-Horn, as we call it. It is
13 our hope by next Tuesday we will be sitting down with
14 both entities, not only to present them with the
15 contract, but also to make sure that the rates that
16 they are charging or they are proposing to charge are
17 within the scope that we feel they should be. So by
18 way of an update, that's what I have as far as CCNA.
19 Next week we should be able to put this to rest, we
20 hope.

21 CHAIR ENRIGHT: And you don't see a problem
22 coming into an agreement with both companies, right?

23 EXECUTIVE DIRECTOR ALMIRA: Not at all.

24 CHAIR ENRIGHT: Okay, thank you very much.

25 EXECUTIVE DIRECTOR ALMIRA: Not at all.

1 CHAIR ENRIGHT: Thank you.

2 Let's go to the next item, I.2, Tropical.

3 MR. HERN: Commissioners, at the August 2017
4 Board meeting, Commissioners awarded Tropic Fence a
5 contract for the 11th Street fence project. At that
6 time the estimated cost was utilizing fencing
7 measurements only. It did not include the demolition
8 or the gates, which the amount that I presented to you
9 was extremely low compared to what it actually came
10 back, and we just wanted to bring this back for your
11 ratification. This project is funded under the
12 FY 17/18 renewal and replacement budget in the amount
13 of \$43,320.

14 COMMISSIONER CIKLIN: So moved.

15 CHAIR ENRIGHT: Do I have a second?

16 COMMISSIONER WALDRON: Second.

17 CHAIR ENRIGHT: Discussion? No discussion?

18 All in favor, please say aye.

19 (A chorus of ayes.)

20 CHAIR ENRIGHT: Motion carries, five/zero.

21 I.3.

22 MR. HERN: I.3. This is the Port security
23 grant funding with memorandum of understanding for the
24 Palm Beach County Sheriff's Office. This funding is
25 intended to implement security measures for this -- to

1 prevent, deter, respond and recover from acts of
2 aggression. The amendment delineates the
3 responsibilities between the Port and the Sheriff's
4 Office identified within the grant guidance. This
5 amendment increases funding to the current memorandum
6 of understanding with the Palm Beach County Sheriff's
7 Office in the amount of \$150,000.

8 COMMISSIONER RICHARDS: Madam Chair, move
9 approval.

10 COMMISSIONER WALDRON: Second.

11 VICE CHAIR McARTHUR: Second.

12 MR. HERN: Just so you're aware, we will be
13 presenting one for Rivera Beach P.D. at next month's
14 meeting.

15 CHAIR ENRIGHT: Okay, thank you.

16 MR. HERN: In the amount of \$100,000.

17 CHAIR ENRIGHT: Discussion? No discussion.

18 All in favor, please say aye.

19 (A chorus of ayes.)

20 CHAIR ENRIGHT: Motion carries, five/zero.

21 Next item.

22 MR. HERN: Port staff is seeking to --

23 VICE CHAIR McARTHUR: Madam Chair.

24 CHAIR ENRIGHT: Yes.

25 VICE CHAIR McARTHUR: I don't think we need a

1 presentation on this. I would move approval.

2 CHAIR ENRIGHT: Okay, move approval to --

3 COMMISSIONER WALDRON: I second.

4 CHAIR ENRIGHT: -- I.4. Any questions? All
5 in favor, please say aye.

6 (A chorus of ayes.)

7 CHAIR ENRIGHT: Motion carries, four/zero,
8 with Commissioner Richards out of the room.

9 MS. KACZWARA: Item I.5 is a lease agreement
10 with Southeast Hay Distributors. It's a one year lease
11 agreement with three one year options. They're
12 currently on a space assignment in the far east bay of
13 Southgate. They are an animal feed and agricultural
14 product exporter. They also deal in domestic products.

15 They would like to have a lease also on the
16 warehouse and the office space upstairs. It is
17 approximately 1,000 -- a little over 1,000 square feet
18 of office space, and they will move into that space
19 effective March 1st. The warehouse space is at a base
20 rate of \$6.50 a square foot, and the warehouse space is
21 \$10.00 a square foot base rent. They're currently
22 shipping, exporting on Tropical Shipping, and their
23 export business has doubled in the last year. They
24 look to continue exporting and building their business
25 in the Caribbean.

1 CHAIR ENRIGHT: Sounds great.

2 COMMISSIONER RICHARDS: So moved.

3 COMMISSIONER WALDRON: Second.

4 CHAIR ENRIGHT: All in favor? Any
5 discussion? All in favor, please say aye.
6 (A chorus of ayes.)

7 COMMISSIONER CIKLIN: Chair, I have a
8 question.

9 CHAIR ENRIGHT: Yes, question.

10 COMMISSIONER CIKLIN: How much space do we
11 have left in that building?

12 MS. KACZWARA: That building is full.

13 CHAIR ENRIGHT: Oh, wow.

14 COMMISSIONER CIKLIN: Wow. Okay.

15 CHAIR ENRIGHT: Wonderful. Job well done.
16 Thank you. Motion carries --

17 EXECUTIVE DIRECTOR ALMIRA: Took a long time,
18 ten years.

19 CHAIR ENRIGHT: -- five/zero.
20 Riviera Beach, approval, I.6.

21 MR. SOLER: I.6. During the October Board
22 meeting the Board approved the Executive Director to
23 award a contract for González & Sons for the on-port
24 rail facility expansion, phase one, for \$975,000. On
25 January 19, Port staff submitted the permit letter and

1 application form to the City of Riviera Beach for the
2 permitting process of the project, and the City
3 provided an invoice for the permit related fees on the
4 valuation of the project for \$18,137.42.

5 COMMISSIONER RICHARDS: Move approval.

6 COMMISSIONER WALDRON: Second.

7 COMMISSIONER CIKLIN: Second.

8 MS. HOWARD: Who seconded?

9 CHAIR ENRIGHT: Well, just pick one.

10 VICE CHAIR McARTHUR: All of us.

11 CHAIR ENRIGHT: Just pick one; just take
12 Ciklin. Thank you.

13 Any discussion? All in favor, please say
14 aye.

15 (A chorus of ayes.)

16 CHAIR ENRIGHT: Motion carries, five/zero.
17 Next item. Thank you very much.

18 COMMISSIONER WALDRON: Oh, look, it's the
19 Mayor's Ball again.

20 COMMISSIONER RICHARDS: Madam Chair.

21 CHAIR ENRIGHT: Yes. I.7.

22 COMMISSIONER RICHARDS: If this does fit in
23 our new policy, then let's keep it moving.

24 CHAIR ENRIGHT: I.7. Yes, it does. I think
25 it -- Ms. Jarra, if you can come to the podium for us,

1 you were going to talk about purchase of the table
2 for -- purchase for Mayor's Ball, consideration of
3 table purchase. Now, you're saying that you're going
4 to -- we can tweak this, because the money's not coming
5 from the operating budget, it's coming from
6 the billboards. So therefore, it has to --

7 MS. KACZWARA: Well, I need to clarify that.
8 The billboard revenue goes into our operating budget.

9 COMMISSIONER RICHARDS: This is out of the
10 five percent that -- out of our --

11 VICE CHAIR McARTHUR: Business Development.

12 COMMISSIONER RICHARDS: -- five percent of
13 Business Development. This comes out of the general
14 revenue --

15 MS. KACZWARA: Yes, if it's for a table
16 sponsorship.

17 COMMISSIONER RICHARDS: -- as we modify it
18 each year, yes.

19 MS. KACZWARA: Correct.

20 CHAIR ENRIGHT: So my -- Business
21 Development, you said, cannot purchase this table. Am
22 I correct? Because it's going to the Homeless
23 Coalition, right?

24 MS. KACZWARA: First of all, if you'd like.
25 I don't think you ever voted on -- I think you all

1 agreed on the H.2 item, but I don't think you actually
2 formally voted on it.

3 Venice, is that correct?

4 MS. HOWARD: That's correct.

5 MS. KACZWARA: So I might ask that you do
6 that. If you'd like to formalize that as a vote, then
7 you actually have changed that policy before we address
8 this item.

9 COMMISSIONER CIKLIN: Jean, question first.

10 CHAIR ENRIGHT: Go on.

11 COMMISSIONER CIKLIN: What I'm trying to get
12 from back then is that I don't want to purchase a
13 table. I'm not in favor of that. I'm in favor of
14 Commissioner Richards representing us with two tickets.
15 So how do we get that accomplished, is my question.

16 CHAIR ENRIGHT: Or if she wants to, or if
17 another --

18 COMMISSIONER CIKLIN: If Katherine wants to
19 go, I mean that's fine.

20 CHAIR ENRIGHT: If someone else wants to go,
21 how can we get it accomplished without buying a whole
22 table, if we just have three Commissioners, one
23 Commissioner or whatever, without paying all that
24 money?

25 COMMISSIONER RICHARDS: It's just that we

1 could say it comes out of Business Development. That's
2 it. A Commissioner can purchase two tickets out of the
3 Business Development budget.

4 CHAIR ENRIGHT: Isn't that possible?

5 MS. KACZWARA: Can we add that to the policy,
6 Mr. Picken?

7 MR. PICKEN: You can add that to the policy.

8 CHAIR ENRIGHT: Because the funds, really, my
9 understanding, they're supposed to be used for
10 community outreach.

11 COMMISSIONER RICHARDS: Let's have a limit.

12 COMMISSIONER CIKLIN: Yes.

13 COMMISSIONER RICHARDS: So --

14 CHAIR ENRIGHT: Two tickets.

15 COMMISSIONER RICHARDS: Discussion? I think
16 we're now considering that a Commissioner can purchase
17 a maximum of two tickets for an event that would come
18 out of the Business Development budget, but I think
19 there should be an annual limit so that it's --

20 COMMISSIONER CIKLIN: Yes.

21 CHAIR ENRIGHT: Okay.

22 COMMISSIONER RICHARDS: And why don't we
23 discuss that, the amount?

24 CHAIR ENRIGHT: Well, I guess I have a
25 problem with the amount, because I don't know how much

1 the tickets -- suppose -- I know your tickets will be
2 \$600. But suppose next year they go up to \$400? So
3 then --

4 COMMISSIONER RICHARDS: We need a limit.

5 COMMISSIONER CIKLIN: Yes.

6 COMMISSIONER RICHARDS: Anything else --

7 CHAIR ENRIGHT: Say \$1,000 a person? I don't
8 know; I don't know.

9 COMMISSIONER CIKLIN: That's fine. Let's do
10 that.

11 CHAIR ENRIGHT: \$1,000?

12 COMMISSIONER CIKLIN: Sure. For the whole
13 year, yes.

14 CHAIR ENRIGHT: What do you think?

15 EXECUTIVE DIRECTOR ALMIRA: Per Commissioner.

16 CHAIR ENRIGHT: I mean, Wayne, talk to us.

17 COMMISSIONER RICHARDS: I'd actually go a
18 little lower, but I'll say yes to 1,000.

19 CHAIR ENRIGHT: Okay, that will work.

20 COMMISSIONER RICHARDS: Katherine.

21 COMMISSIONER WALDRON: I'm good with that.

22 CHAIR ENRIGHT: Thank you. Any other
23 suggestions?

24 EXECUTIVE DIRECTOR ALMIRA: So we have to
25 amend this.

1 CHAIR ENRIGHT: Just one section.

2 MS. KACZWARA: Well, they've amended what
3 they want to approve now, so now they need to make a
4 motion on that and attach that to H.2.

5 COMMISSIONER CIKLIN: Right.

6 MS. KACZWARA: And then vote on it, if I'm
7 correct.

8 EXECUTIVE DIRECTOR ALMIRA: So what happens
9 to this?

10 CHAIR ENRIGHT: It stays. We've been over
11 all sections. So the only thing we're doing is just
12 one section through Business Development, that if a
13 Commissioner wants to go out and purchase a ticket,
14 then he or she can purchase two tickets out of Business
15 Development, but for a limit of \$1,000 only.

16 COMMISSIONER RICHARDS: Per year.

17 CHAIR ENRIGHT: Per year, per year.

18 COMMISSIONER RICHARDS: Somebody should make
19 that motion.

20 CHAIR ENRIGHT: You want to repeat or --

21 COMMISSIONER RICHARDS: So moved.

22 MS. HOWARD: -- a motion with all those
23 changes. It's two tickets, no annual maximum on the
24 tickets and --

25 CHAIR ENRIGHT: Per year, \$1,000 per

1 Commissioner, and this would be from Business
2 Development Board -- from the Business Development --

3 MS. KACZWARA: Community outreach.

4 CHAIR ENRIGHT: -- community outreach only,
5 which is different, totally different from our regular
6 Community Grants. Thank you.

7 EXECUTIVE DIRECTOR ALMIRA: Commissioner, I
8 have to ask --

9 CHAIR ENRIGHT: Yes.

10 EXECUTIVE DIRECTOR ALMIRA: -- what if at the
11 end of the year one Commissioner's used a lot of money,
12 the limit, the others have not, are we going to be able
13 to --

14 COMMISSIONER RICHARDS: No.

15 COMMISSIONER CIKLIN: No. No one said
16 anything about that.

17 CHAIR ENRIGHT: No, I don't think we should
18 do that the way we do travel now.

19 EXECUTIVE DIRECTOR ALMIRA: But we just want
20 to know what the policy is.

21 CHAIR ENRIGHT: No, no, no. We said 1,000,
22 and I think that's really too much, but --

23 EXECUTIVE DIRECTOR ALMIRA: Use it or lose
24 it.

25 CHAIR ENRIGHT: Yes.

1 EXECUTIVE DIRECTOR ALMIRA: That's what we
2 want to know. Thank you.

3 CHAIR ENRIGHT: And we're not dibbling and
4 dabbling. It's totally different from travel. Thank
5 you. Any other --

6 MS. KACZWARA: So is there a motion?

7 COMMISSIONER RICHARDS: So moved.

8 CHAIR ENRIGHT: Whatever I said.

9 COMMISSIONER WALDRON: I second it.

10 EXECUTIVE DIRECTOR ALMIRA: Once again --

11 CHAIR ENRIGHT: To repeat, that Commissioners
12 can purchase up to two tickets from the Business
13 Development --

14 COMMISSIONER RICHARDS: Per event.

15 CHAIR ENRIGHT: -- per event from the
16 community outreach fund.

17 COMMISSIONER RICHARDS: No.

18 EXECUTIVE DIRECTOR ALMIRA: No. Business
19 Development.

20 CHAIR ENRIGHT: Business Development outreach
21 fund. It's called business Development outreach. Am I
22 correct?

23 MS. KACZWARA: It is the Business Development
24 budget, but there is a line item in the budget for
25 community outreach.

1 CHAIR ENRIGHT: Outreach. So it will come
2 from that.

3 MS. KACZWARA: Yes.

4 CHAIR ENRIGHT: Two tickets per Commissioner.
5 The limit per year is \$1,000, and they cannot dabble
6 and dabble and get tickets from another Commissioner
7 however.

8 MS. HOWARD: Are we voting on H.2 or --

9 MS. KACZWARA: Yes.

10 MS. HOWARD: Okay.

11 MS. KACZWARA: This has been added to H.2.

12 MS. HOWARD: Okay.

13 MS. KACZWARA: And we have everything for
14 H.2.

15 CHAIR ENRIGHT: It's just this addition in
16 order to take care of I.7 with the Mayor's Ball.

17 COMMISSIONER RICHARDS: Wow.

18 CHAIR ENRIGHT: So go and dance for all of
19 us.

20 MS. KACZWARA: If we can just vote on H.2,
21 with that addition to H.2.

22 MS. HOWARD: All the other recommendations --

23 MS. KACZWARA: And all the other
24 recommendations.

25 COMMISSIONER CIKLIN: Can we just vote on it?

1 COMMISSIONER RICHARDS: Because it comes out
2 of the 2,500.

3 CHAIR ENRIGHT: We already approved H.2.
4 Now, the only thing we've done is just add a section
5 that we had to deal with, I.7 for the Mayor's Ball. So
6 when Jarra went over everything with H.2 earlier and we
7 said okay -- okay, well, we will make a motion. I need
8 a motion for H.2?

9 COMMISSIONER CIKLIN: I think you just got
10 one.

11 CHAIR ENRIGHT: They made one and a second.
12 All in favor of H.2 --

13 COMMISSIONER CIKLIN: Jarra, under
14 discussion, is everything okay on this?

15 MS. KACZWARA: Everything's fine. I'll bring
16 it back for ratification next month anyway.

17 CHAIR ENRIGHT: Okay, all in favor, please
18 say aye.

19 (A chorus of ayes.)

20 CHAIR ENRIGHT: Motion carries, five/zero.

21 VICE CHAIR McARTHUR: I'm voting no.

22 CHAIR ENRIGHT: Motion carries, four/one.

23 Thank you.

24 Any public comments? Comments from the
25 public? I have none.

1 Our next meeting, I'm going to now state that
2 we will need to have -- Mr. Picken, go on.

3 MR. PICKEN: Yes. I'm going to request an
4 attorney-client session prior -- rather at the
5 commencement of the next meeting, just after the --

6 CHAIR ENRIGHT: I would also like to have, if
7 possible, if we can start at 3:30. Would that be okay?

8 COMMISSIONER CIKLIN: Yes.

9 CHAIR ENRIGHT: If we can start at 3:30 on
10 the 15th with the client -- the Commissioner session.

11 MR. PICKEN: Let me read -- I can read my
12 thing again.

13 CHAIR ENRIGHT: Okay, thank you, sir.

14 MR. PICKEN: It's important that that be in
15 the record.

16 Requesting that there be an attorney-client
17 session after the opening of the next meeting. We are
18 desiring advice concerning the subject matter of
19 litigation. It will be confined to settlement
20 negotiations or strategy sessions related to litigation
21 expenditures. It will be attended by a court reporter,
22 our Commissioners, myself, Mr. Bicknell and Mr. Almira.

23 CHAIR ENRIGHT: Thank you. Our next meeting
24 will be held on Thursday, March 15th, at 4. But at
25 3:30 we will go into session, with the attorney-client

1 executive session at 3:30, and then our regular meeting
2 will start at 4:00.

3 MR. PICKEN: Well, actually, I'm sorry, just
4 to clarify, the regular meeting will start at 3:30, but
5 we will immediately -- as soon as it opens, Pledge of
6 Allegiance, then we go into attorney-client, and then
7 we come back.

8 CHAIR ENRIGHT: Thank you.

9 Any other questions?

10 COMMISSIONER WALDRON: I would like to ask
11 that Commissioner Richards provide us with a 30 minute
12 presentation about the meaning of the Mayor's Ball next
13 month.

14 COMMISSIONER RICHARDS: Absolutely.

15 CHAIR ENRIGHT: Commissioner McArthur.

16 VICE CHAIR McARTHUR: Yes, just one thing. I
17 don't know if everybody knows, but one of our
18 matriarchs in Riviera Beach, Mary Brabham, lost her
19 husband last week, and I'm sure she'll be coming at one
20 of our future meetings, if not the next one, and I just
21 wanted you to know.

22 CHAIR ENRIGHT: Thank you.

23 Commissioner Ciklin.

24 COMMISSIONER CIKLIN: Nothing.

25 CHAIR ENRIGHT: No comments. The meeting is

1 adjourned.

2 (Whereupon, at 5:55 p.m., the proceedings
3 were concluded.)

4

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6

7

C E R T I F I C A T E

8

9 THE STATE OF FLORIDA)

)

10 COUNTY OF PALM BEACH)

11

12 I, Susan S. Kruger, do hereby certify that
13 I was authorized to and did report the foregoing
14 proceedings at the time and place herein stated, and
15 that the foregoing pages comprise a true and correct
16 transcription of my stenotype notes taken during the
17 proceedings.

18 IN WITNESS WHEREOF, I have hereunto set my
19 hand this 2nd day of March, 2018.

20

21

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23

24

25

Susan S. Kruger
Susan S. Kruger



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| <p>4:00 1:11 2:4 73:2 4:03 4:2 4:40 4:2 400 66:2 43,320 58:13 45 3:24</p> <hr/> <p style="text-align: center;">5</p> <hr/> <p>5,000 11:2 5,600 31:24 32:23,24 33:25 5:55 1:11 74:2 500 41:12,13,16 41:24,25 42:3 42:16,20 51:7 51:24 53:19 501(c)(3) 7:25 40:14 44:10,12 56,000 32:22 33:15 5th 21:15</p> <hr/> <p style="text-align: center;">6</p> <hr/> <p>6,000 48:12 6.50 60:20 600 66:2 65 26:4 6th 15:20 21:15</p> <hr/> <p style="text-align: center;">7</p> <hr/> <p>7,000 48:12 75,000 55:20 7th 38:16</p> <hr/> <p style="text-align: center;">8</p> <hr/> <p>8,000 33:10 86 30:1 860 30:6</p> <hr/> <p style="text-align: center;">9</p> <hr/> <p>9,500 36:25 9:30 20:2 95 48:1 975,000 61:24</p> | | | | |
|--|--|--|--|--|

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ALL "F" ITEMS**

PREPARED BY: Venice Howard Deputy Clerk March 6, 2018

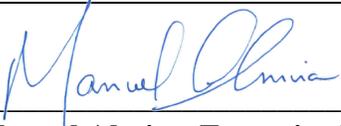
SUBJECT: **Approval of the Consent Agenda**

BACKGROUND: All matters listed under this item are considered to be routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business for separate discussion and consideration.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to authorize the Executive Director to execute any documents requiring signature that are approved as part of the Consent Agenda.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-1**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO March 1, 2018

SUBJECT: Financial Statements for the month and four months ended January 31, 2018 (FY 2018).

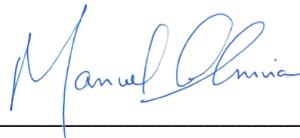
BACKGROUND: Statement of Net Position, Schedule of Revenues and Expenses – Actual and Budget, Analysis of Expenses – (by category and department) – Actual and Budget by month and year to date, for the month and four months ended January 31, 2018 (FY 2018) with management’s discussion and analysis, and charts.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Financial Statements for the month and four months ended January 31, 2018.

Respectfully Submitted By:



Manuel Almira, Executive Director

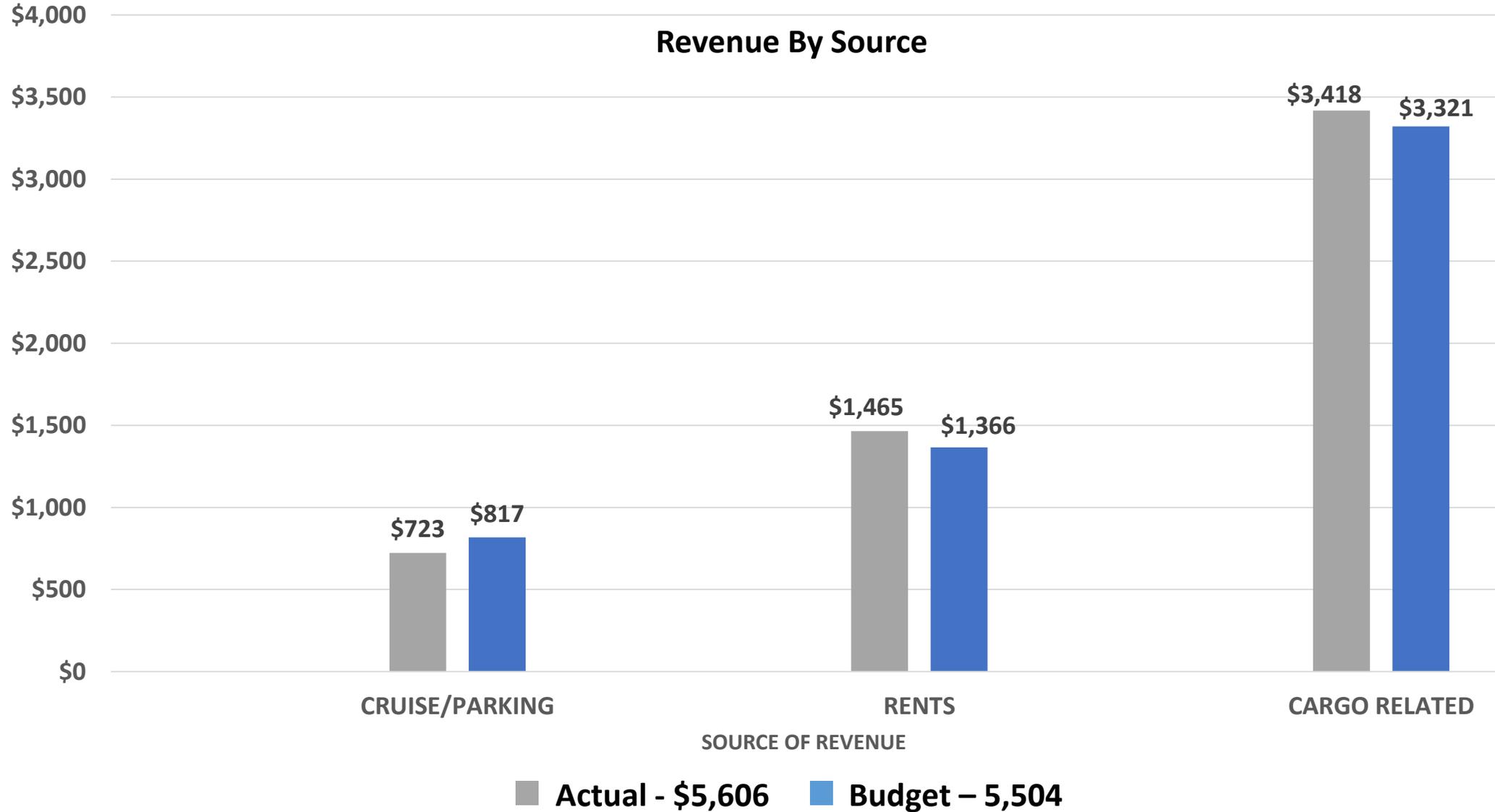
DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

PORT OF PALM BEACH

Oct. 1, 2017 to Jan. 31, 2018

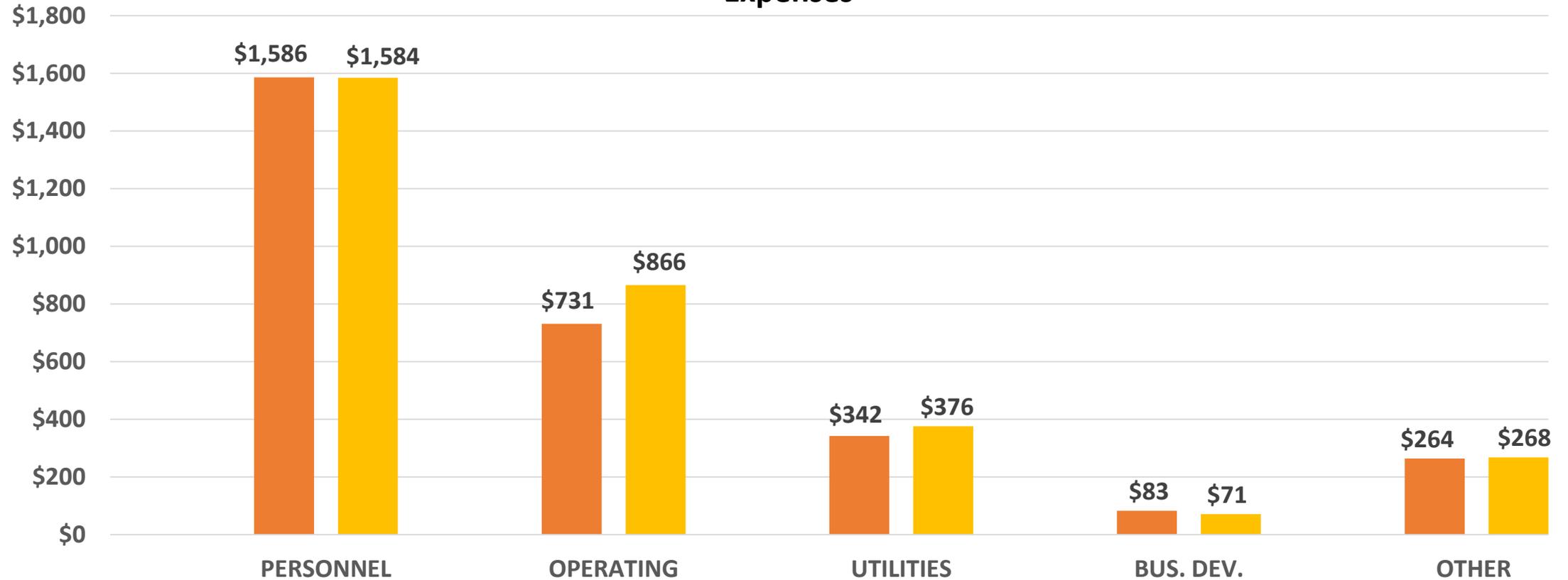
Revenue By Source



PORT OF PALM BEACH

Oct. 1, 2017 to Jan. 31, 2018

Expenses



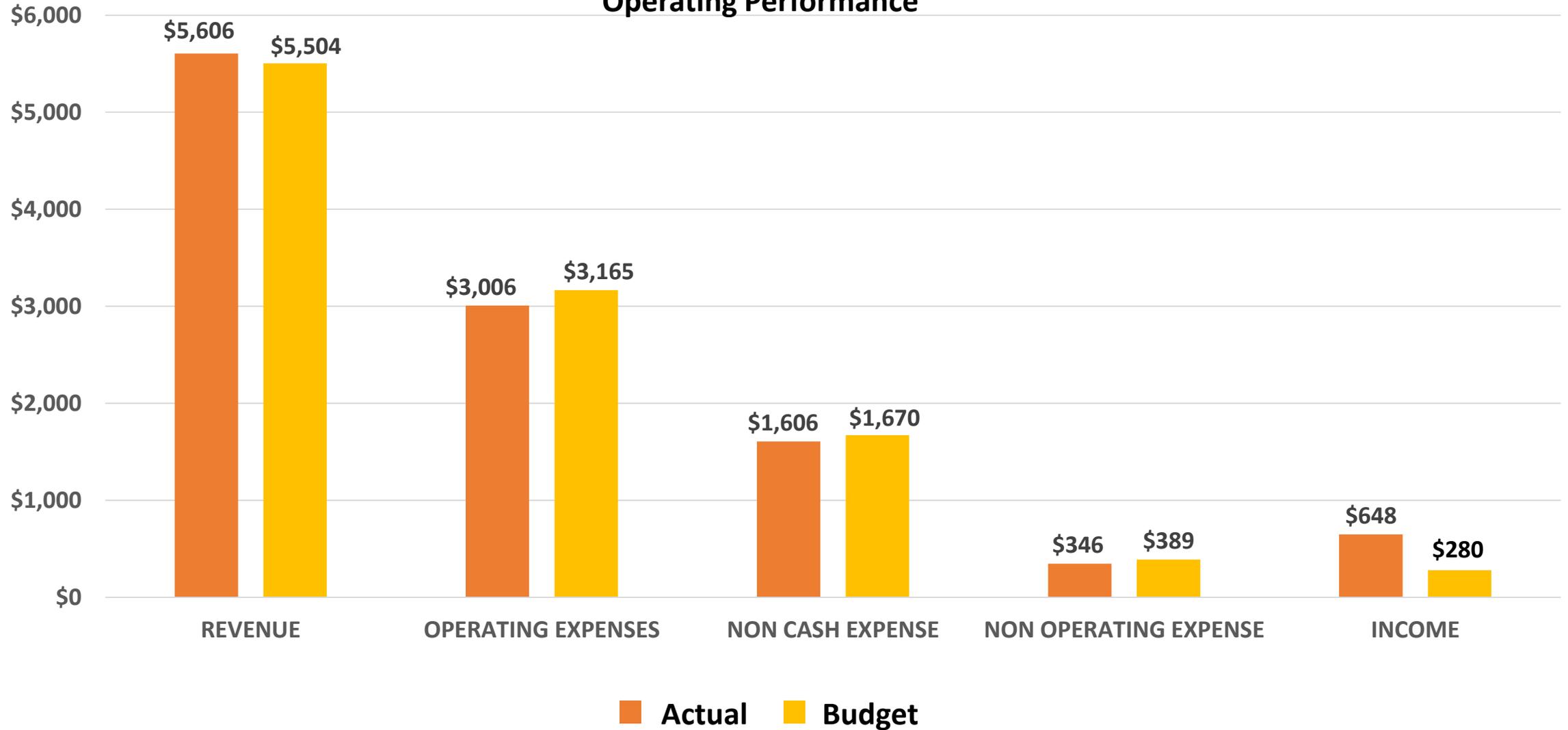
Note: Operating Expenses - \$136K Saving On Cruise Contract Security
Utilities - \$20K Saving On Water For Cruise Ship

Actual - \$3,006 Budget - \$3,165

PORT OF PALM BEACH

Oct. 1, 2017 to Jan. 31, 2018

Operating Performance



PORT OF PALM BEACH DISTRICT
Management's Discussion and Analysis FY 2018 – YTD January 2018

OPERATING REVENUES

Total Net Operating Revenue for the month of January 2018 is \$1,684,939 and Current Actual FY 2018 is \$5,606,383 which is favorable to the FY 2018 YTD Budget by \$101,892 due to additional storage fees for rebar shipments, space assignments for land, reservation fees, and relief fees for the loss of the cruise ship and parking revenue for the Grand Celebration, which was chartered by FEMA from October through December 2017, as a result of Hurricane Irma.

Wharfage revenue is unfavorable to the FY 2018 YTD Budget by (\$67,690) primarily due to decreases in asphalt (down 10.7%) molasses (down 35.6%).

Dockage revenue is favorable with the FY 2018 YTD Budget by \$32,898, primarily due to a recyclable steel shipment.

Rent is favorable to the FY 2018 YTD Budget by \$98,986 primarily due additional space assignments for land to several tenants that was not budgeted.

There were no **“Passengers-Multiday net revenue charges”** from the Grand Celebration multi-day passenger cruise ship from October through most of December 2017 as a result of FEMA chartering the ship for relief housing in St. Thomas, U.S. V.I., due to Hurricane Irma in September 2017. Grand Celebration cruise sailings resumed on December 23, 2017. FY 2018 YTD net revenues were only \$258,608 from 42,681 passengers. However, this caused a FY 2018 YTD net unfavorable budget variance of only (\$122,672) due to the timing of the marketing support contractual rate levels.

Parking revenue is unfavorable to the FY 2018 YTD Budget by (\$286,550). This is primarily as a result of the issues caused by Hurricane Irma and the subsequent chartering of the cruise vessel mentioned in the above paragraph. The budget short fall for passenger charges and parking were partially offset by relief fees of \$315,000, recorded in miscellaneous income, for the three-month loss of the cruise ship provided by Paradise Cruise Line.

Total Operating Expenses before depreciation and amortization for January 2018 is \$758,684 and Current Actual FY 2018 YTD is \$3,005,782 which is under or favorable to budget for FY 2018 YTD by \$159,134, primarily from reduced contracted security costs and water usage as a result of the Grand Celebration being chartered out by FEMA. There are no significant budgets over runs through Current Actual FY 2018 YTD. Hurricane Irma related costs will impact the Port during all of FY 2018. Hurricane related costs will increase as repairs are completed on buildings, high and low mast lighting and other damages. The Port has incurred non-capital Hurricane Irma expenses of \$31,449 for FY 2018 YTD. The Port is expected to receive reimbursements through FEMA in the future. The Port has also incurred significant R&R major repair expenditures of \$123,169 for the cruise terminal escalator and one of the MOC elevators. The Port has only budgeted \$250,000 for R&R non-capital expenses and a total of \$197,311 expenses have been incurred through FY 2018 YTD which leaves a remaining budget balance of only \$52,689. Therefore, with the remaining anticipated hurricane expenses and other major repairs that may arise the R&R expenses may significantly exceed the budget by FYE 09/30/18.

Depreciation Expense is favorable to the FY 2018 YTD Budget by \$63,715. However, additional capital asset purchases and the completion of construction in progress projects during FY 2018 will increase depreciation expense, however it is not expected to be over budget.

The Port's FY 2018 YTD **Income before contributions** is \$647,976 which is favorable to the FY 2018 YTD Budget by \$367,541.

Current Ratio – 5.1 times Debt to Net Position – 31.7% Operating Profit Margin – 17.7%

Cash coverage is sound with approximately 600 days of cash on hand, conservative low leverage, operating efficiency is fair, but improving with margins only slightly below 20%, the higher the rate, the more effectively capital is being utilized to generate operating revenue.

Prepared by: Daniel Kirchman, CPA, CGMA®, CPE™ - Port Controller

Port of Palm Beach District
Statement of Net Position
January 31, 2018
(Unaudited)

ASSETS

Current Assets:

| | |
|---|--------------------------|
| Cash and cash equivalents | \$ 19,866,827 |
| Accounts receivable (net of allowance for uncollectables) | 1,409,555 |
| Grants receivable | 211,836 |
| Prepaid items | 564,518 |
| Restricted assets: | |
| Cash and cash equivalents | 7,617,758 |
| Total Current Assets | <u>29,670,494</u> |

Noncurrent Assets:

| | |
|-------------------------------|----------------|
| Prepaid items - Master Plan | 241,663 |
| Total Other Noncurrent Assets | <u>241,663</u> |

Capital Assets:

| | |
|--|---------------------------|
| Land | 28,119,220 |
| Building and improvements | 60,856,009 |
| Slips and improvements | 49,895,448 |
| Other improvements | 35,856,431 |
| Wharf and loading ramps | 7,798,154 |
| Autos and trucks | 502,716 |
| Furniture and fixtures | 341,596 |
| Machinery and equipment | 2,606,947 |
| Computer equipment | 1,452,287 |
| Construction in progress | 10,198,735 |
| Less: Accumulated Depreciation | <u>(76,267,756)</u> |
| Total Capital Assets (net of accumulated depreciation) | <u>121,359,787</u> |

Total Noncurrent Assets **121,601,450**

Total Assets **\$ 151,271,944**

DEFERRED OUTFLOWS OF RESOURCES

Deferred outflows of resources:

| | |
|--------------------------------------|----------------------------|
| Pension related items | 1,459,258 |
| Deferred loss on bond refunding, net | 611,784 |
| | <u>\$ 2,071,042</u> |

Port of Palm Beach District
Statement of Net Position
January 31, 2018
(Unaudited)

LIABILITIES

Current Liabilities:

| | |
|---|-------------------------|
| Accounts payable and accrued expenses | \$ 924,567 |
| Unearned revenue | 421,577 |
| Compensated absences payable - short-term | 179,304 |
| Payable from restricted assets: | |
| Security deposits | 375,000 |
| Accounts payable and accrued expenses | 191,787 |
| Contracts payable | 386,654 |
| Accrued revenue bonds interest payable | 212,826 |
| Current portion of revenue bond payable | 3,430,325 |
| Total Current Liabilities | <u>6,122,040</u> |

Noncurrent Liabilities:

| | |
|--|--------------------------|
| Compensated absences payable - long-term | 179,304 |
| Other post-employment benefits | 207,334 |
| Net pension liability | 3,526,193 |
| Restricted capital appreciation revenue bond interest payable | 6,368,816 |
| Revenue bonds payable (less unamortized bond discount and current portion) | 20,440,264 |
| Total Noncurrent Liabilities | <u>30,721,911</u> |

| | |
|--------------------------|--------------------------|
| Total Liabilities | <u>36,843,951</u> |
|--------------------------|--------------------------|

DEFERRED INFLOWS OF RESOURCES

Deferred inflows of resources:

| | |
|-----------------------|----------------|
| Pension related items | <u>203,455</u> |
|-----------------------|----------------|

NET POSITION

| | |
|--|------------------------------|
| Net Investment in capital assets | 98,100,979 |
| Restricted for debt service | (528,339) |
| Restricted for renewal and replacement | 529,170 |
| Restricted for business development | 597,883 |
| Designated - Capital improvement | 5,619,426 |
| Undesignated - Operations | 11,976,461 |
| Total Net Position | <u>\$ 116,295,580</u> |

Port of Palm Beach District
(Unaudited)
Schedule of Revenues and Expenses - Actual and Budget
For the Month and Four Months Ending Wednesday, January 31, 2018

| | <u>Actual January 2018</u> | <u>Current Actual FY 2018 YTD</u> | <u>Prior Actual FY 2017 YTD</u> | <u>\$ Variance Over (Under) to Prior Year</u> | <u>Approved Budget FY 2018 YTD</u> | <u>\$ Variance Over (Under) Current Actual to Budget YTD</u> |
|---|------------------------------------|---|---|---|--|--|
| Operating Revenues: | | | | | | |
| Wharfage | 374,871 | 1,354,650 | 1,300,209 | 54,441 | 1,422,340 | (67,690) |
| Dockage | 268,242 | 824,202 | 745,157 | 79,045 | 791,304 | 32,898 |
| Parking | 105,411 | 149,261 | 352,837 | (203,576) | 435,811 | (286,550) |
| Passengers - Multi-day | 509,373 | 699,705 | 1,741,680 | (1,041,975) | 2,165,647 | (1,465,942) |
| Storage | 29,839 | 119,697 | 15,956 | 103,741 | 19,441 | 100,256 |
| Water | 8,760 | 32,871 | 28,025 | 4,846 | 30,368 | 2,503 |
| Line Handling | 13,056 | 43,860 | 54,800 | (10,940) | 53,920 | (10,060) |
| Switching | 50,748 | 214,689 | 208,805 | 5,884 | 215,125 | (436) |
| Licenses and Permits | 41,900 | 115,900 | 86,800 | 29,100 | 104,500 | 11,400 |
| Vessel Bunkers | 3,940 | 23,113 | 18,659 | 4,454 | 16,748 | 6,365 |
| Cargo Terminal Fee | 60,061 | 258,141 | 226,445 | 31,696 | 263,069 | (4,928) |
| Security Fees - Cargo | 51,833 | 204,720 | 190,066 | 14,654 | 214,722 | (10,002) |
| Special Detail Security Fees | 656 | 5,515 | 10,260 | (4,745) | 2,000 | 3,515 |
| Identification Badging | 2,532 | 8,951 | 9,061 | (110) | 10,250 | (1,299) |
| Harbor Master Fee | 17,538 | 69,836 | 62,727 | 7,109 | 65,724 | 4,112 |
| Rent | 364,352 | 1,464,517 | 1,418,037 | 46,480 | 1,365,531 | 98,986 |
| Miscellaneous Income | 45,774 | 456,442 | 198,369 | 258,073 | 112,358 | 344,084 |
| Total Operating Revenues | <u>1,948,886</u> | <u>6,047,480</u> | <u>6,667,893</u> | <u>(620,413)</u> | <u>7,288,858</u> | <u>(1,241,378)</u> |
| Less: Direct Marketing Support | 263,947 | 441,097 | 1,226,897 | (785,800) | 1,784,367 | (1,343,270) |
| Net Operating Revenues | <u>1,684,939</u> | <u>5,606,383</u> | <u>5,440,996</u> | <u>165,387</u> | <u>5,504,491</u> | <u>101,892</u> |
| Operating Expenses: | | | | | | |
| Administrative and HR | 56,323 | 249,748 | 225,792 | 23,956 | 238,764 | 10,984 |
| Office - Finance and IT | 69,025 | 308,326 | 299,609 | 8,717 | 293,680 | 14,646 |
| Engineering | 3,783 | 14,841 | 4,000 | 10,841 | 0 | 14,841 |
| Consultant | 3,000 | 12,000 | 12,000 | 0 | 12,000 | 0 |
| Legal | 5,088 | 22,091 | 35,226 | (13,135) | 33,333 | (11,242) |
| General Maintenance | 129,029 | 487,098 | 501,017 | (13,919) | 520,136 | (33,038) |
| Railroad | 11,718 | 61,001 | 52,995 | 8,006 | 57,413 | 3,588 |
| Operations | 6,766 | 32,968 | 39,586 | (6,618) | 33,380 | (412) |
| General Expense | 170,434 | 575,485 | 560,834 | 14,651 | 594,395 | (18,910) |
| Security | 167,612 | 543,989 | 603,988 | (59,999) | 678,154 | (134,165) |
| Business Development | 49,531 | 233,777 | 220,620 | 13,157 | 225,069 | 8,708 |
| Community Grants | 1,735 | 5,485 | 2,930 | 2,555 | 5,485 | 0 |
| Cruise Terminal | 37,699 | 116,741 | 82,398 | 34,343 | 128,527 | (11,786) |
| Maritime Office Complex | 28,203 | 99,797 | 75,140 | 24,657 | 101,560 | (1,763) |
| Southgate Complex | 4,328 | 17,802 | 18,946 | (1,144) | 18,122 | (320) |
| Renewal and Replacement | 8,323 | 197,311 | 75,300 | 122,011 | 197,311 | 0 |
| Maritime Office Building | 6,087 | 27,322 | 7,722 | 19,600 | 27,587 | (265) |
| Total Operating Expenses | <u>758,684</u> | <u>3,005,782</u> | <u>2,818,103</u> | <u>187,679</u> | <u>3,164,916</u> | <u>(159,134)</u> |
| Oper. Income Before Depr & Amort | <u>926,255</u> | <u>2,600,601</u> | <u>2,622,893</u> | <u>(22,292)</u> | <u>2,339,575</u> | <u>261,026</u> |
| Less: Depreciation Expense | 402,855 | 1,590,251 | 1,590,623 | (372) | 1,653,966 | (63,715) |
| Less: Amortization Expense | 4,068 | 16,272 | 9,606 | 6,666 | 16,272 | 0 |
| Operating Income (Loss) | <u>519,332</u> | <u>994,078</u> | <u>1,022,664</u> | <u>(28,586)</u> | <u>669,337</u> | <u>324,741</u> |
| Non-Oper. Revenues (Expenses): | | | | | | |
| Interest Income | 11,193 | 39,786 | 5,480 | 34,306 | 16,000 | 23,786 |
| Insurance Recoveries | 0 | 0 | 44,372 | (44,372) | 0 | 0 |
| Grant Revenue | 30,496 | 44,014 | 0 | 44,014 | 25,000 | 19,014 |
| Gain or (Loss) on Disposal of Assets | 0 | 0 | 2,500 | (2,500) | 0 | 0 |
| Grant Expenses | 0 | 0 | 0 | 0 | 0 | 0 |
| Interest Expense | (107,475) | (429,902) | (433,362) | 3,460 | (429,902) | 0 |
| Total Non-Oper. Revenue (Expenses) | <u>(65,786)</u> | <u>(346,102)</u> | <u>(381,010)</u> | <u>34,908</u> | <u>(388,902)</u> | <u>42,800</u> |
| Income (Loss) before contributions | <u>453,546</u> | <u>647,976</u> | <u>641,654</u> | <u>6,322</u> | <u>280,435</u> | <u>367,541</u> |
| Capital Contributions | 100,606 | 163,692 | 887,450 | (723,758) | | |
| Change in Net Position | <u>554,152</u> | <u>811,668</u> | <u>1,529,104</u> | <u>(717,436)</u> | | |

**Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|--|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>SALARIES & BENEFITS:</u> | | | | | | | | |
| Salaries & Contract Labor | 1,033,923 | 1,012,449 | (21,474) | 1,892,691 | 2,926,614 | 231,427 | 225,429 | (5,998) |
| Overtime | 55,642 | 69,232 | 13,590 | 144,358 | 200,000 | 13,318 | 15,385 | 2,067 |
| F.I.C.A. Taxes | 73,624 | 80,883 | 7,259 | 160,036 | 233,660 | 17,821 | 17,973 | 152 |
| Unemployment | 0 | 0 | 0 | 1,000 | 1,000 | 0 | 0 | 0 |
| Health and Life Insurance | 322,829 | 316,334 | (6,495) | 626,171 | 949,000 | 82,656 | 79,084 | (3,572) |
| Florida Retirement Benefits | 100,265 | 105,168 | 4,903 | 203,553 | 303,818 | 22,565 | 23,371 | 806 |
| | 1,586,283 | 1,584,066 | (2,217) | 3,027,809 | 4,614,092 | 367,787 | 361,242 | (6,545) |

SERVICES & SUPPLIES:

| | | | | | | | | |
|---------------------------------|---------|---------|----------|----------|---------|--------|--------|---------|
| Commercial Property & Liability | 120,052 | 140,667 | 20,615 | 311,948 | 432,000 | 32,169 | 35,167 | 2,998 |
| Tenant Property Taxes Taxes | 38 | 40 | 2 | 9,962 | 10,000 | 0 | 0 | 0 |
| Legal Fees | 22,091 | 33,333 | 11,242 | 77,909 | 100,000 | 5,088 | 8,333 | 3,245 |
| Audit & Accounting Fees | 35,354 | 35,355 | 1 | 53,646 | 89,000 | 34,372 | 34,370 | (2) |
| Consultants | 12,000 | 12,000 | 0 | 27,000 | 39,000 | 3,000 | 3,000 | 0 |
| Engineering Fees | 14,841 | 0 | (14,841) | (14,841) | 0 | 3,783 | 0 | (3,783) |
| Trustee Fees For Bond Issues | 2,523 | 2,525 | 2 | 4,977 | 7,500 | 0 | 0 | 0 |
| Bad Debt Expense | 0 | 0 | 0 | 10,000 | 10,000 | 0 | 0 | 0 |
| Drug-Free Workplace | 695 | 695 | 0 | 305 | 1,000 | 530 | 530 | 0 |
| Uniforms | 5,525 | 9,657 | 4,132 | 21,975 | 27,500 | 1,675 | 2,832 | 1,157 |

**Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|---------------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| Equipment Costs & Fuel | 32,505 | 30,417 | (2,088) | 57,495 | 90,000 | 7,875 | 5,832 | (2,043) |
| Buildings & Grounds Expenses | 187,315 | 194,398 | 7,083 | 348,185 | 535,500 | 56,252 | 51,128 | (5,124) |
| Trash Removal | 14,394 | 14,800 | 406 | 30,006 | 44,400 | 3,171 | 3,700 | 529 |
| Railroad Expense | 7,928 | 7,930 | 2 | 12,072 | 20,000 | 0 | 0 | 0 |
| Locomotive Expense | 26,744 | 25,447 | (1,297) | 48,256 | 75,000 | 6,911 | 6,577 | (334) |
| Employee Development & Training | 3,756 | 3,760 | 4 | 21,244 | 25,000 | 708 | 710 | 2 |
| Office Expenses | 16,655 | 18,500 | 1,845 | 38,845 | 55,500 | 2,382 | 4,625 | 2,243 |
| Information Technology | 39,659 | 24,508 | (15,151) | 72,926 | 112,585 | 6,918 | 5,523 | (1,395) |
| Contract Security | 219,231 | 357,440 | 138,209 | 853,089 | 1,072,320 | 87,188 | 89,360 | 2,172 |
| Other Security Expense | 13,939 | 12,582 | (1,357) | 31,061 | 45,000 | 7,107 | 6,582 | (525) |
| TWIC & ID Badging | 3,447 | 1,667 | (1,780) | 1,553 | 5,000 | 1,003 | 417 | (586) |
| Tenant Operating Costs | 2,654 | 2,655 | 1 | 17,346 | 20,000 | 0 | 0 | 0 |
| | <u>781,346</u> | <u>928,376</u> | <u>147,030</u> | <u>2,034,959</u> | <u>2,816,305</u> | <u>260,132</u> | <u>258,686</u> | <u>(1,446)</u> |

BUSINESS DEVELOPMENT:

| | | | | | | | | |
|------------------------------|--------|--------|---------|--------|--------|-------|-------|---------|
| Registration & Training Fees | 1,210 | 1,210 | 0 | 23,790 | 25,000 | 115 | 115 | 0 |
| Community Affairs | 8,115 | 8,115 | 0 | 19,885 | 28,000 | 3,066 | 3,065 | (1) |
| Travel Expenses - Employees | 4,320 | 4,320 | 0 | 15,680 | 20,000 | 212 | 210 | (2) |
| Travel Expenses - Board | 0 | 0 | 0 | 30,000 | 30,000 | 0 | 0 | 0 |
| Trade Development | 21,381 | 16,768 | (4,613) | 52,119 | 73,500 | 3,439 | 2,258 | (1,181) |

**Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|----------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| Dues & Subscriptions | 22,945 | 21,450 | (1,495) | 43,155 | 66,100 | 6,866 | 5,310 | (1,556) |
| Marketing | 21,478 | 17,215 | (4,263) | 19,422 | 40,900 | 1,679 | 0 | (1,679) |
| Website & Other | 3,378 | 1,500 | (1,878) | 1,122 | 4,500 | 577 | 375 | (202) |
| | <u>82,827</u> | <u>70,578</u> | <u>(12,249)</u> | <u>205,173</u> | <u>288,000</u> | <u>15,954</u> | <u>11,333</u> | <u>(4,621)</u> |

UTILITY SERVICES:

| | | | | | | | | |
|-------------------|----------------|----------------|---------------|----------------|------------------|----------------|----------------|---------------|
| Water & Sewer | 152,842 | 184,502 | 31,660 | 564,175 | 717,017 | 56,989 | 66,564 | 9,575 |
| Electricity | 149,238 | 146,167 | (3,071) | 289,262 | 438,500 | 32,479 | 36,542 | 4,063 |
| Telephone Expense | 40,165 | 45,167 | 5,002 | 95,335 | 135,500 | 11,563 | 11,292 | (271) |
| | <u>342,245</u> | <u>375,836</u> | <u>33,591</u> | <u>948,772</u> | <u>1,291,017</u> | <u>101,031</u> | <u>114,398</u> | <u>13,367</u> |

RENEWAL & REPLACEMENT:

| | | | | | | | | |
|----------------------------|---------|---------|---|--------|---------|-------|-------|---|
| Renewal & Replacement Exp. | 197,311 | 197,311 | 0 | 52,689 | 250,000 | 8,323 | 8,323 | 0 |
|----------------------------|---------|---------|---|--------|---------|-------|-------|---|

OTHER EXPENSES:

| | | | | | | | | |
|------------------------|--------|-------|---------|--------|--------|-------|-------|---------|
| Miscellaneous Expenses | 15,775 | 8,752 | (7,023) | 30,225 | 46,000 | 5,454 | 2,627 | (2,827) |
|------------------------|--------|-------|---------|--------|--------|-------|-------|---------|

| | | | | | | | | |
|-----------------------|-------------------------|-------------------------|-----------------------|-------------------------|-------------------------|-----------------------|-----------------------|-----------------------|
| TOTAL EXPENSES | <u>3,005,787</u> | <u>3,164,919</u> | <u>159,132</u> | <u>6,299,627</u> | <u>9,305,414</u> | <u>758,681</u> | <u>756,609</u> | <u>(2,072)</u> |
|-----------------------|-------------------------|-------------------------|-----------------------|-------------------------|-------------------------|-----------------------|-----------------------|-----------------------|

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|----------------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>FINANCE & I.T.</u> | | | | | | | | |
| Salaries | 210,800 | 207,308 | (3,492) | 388,090 | 598,890 | 47,207 | 46,068 | (1,139) |
| F.I.C.A. Expense | 14,338 | 15,450 | 1,112 | 30,295 | 44,633 | 3,479 | 3,433 | (46) |
| Telephone | 25,293 | 26,667 | 1,374 | 54,707 | 80,000 | 7,344 | 6,667 | (677) |
| Computer Training/Consulting | 13,213 | 13,220 | 7 | 36,237 | 49,450 | 750 | 750 | 0 |
| Computer Maintenance | 7,956 | 7,955 | (1) | 45,179 | 53,135 | 3,941 | 3,940 | (1) |
| Postage | 184 | 1,000 | 816 | 2,816 | 3,000 | 51 | 250 | 199 |
| Office Maintenance | 3,082 | 3,333 | 251 | 6,918 | 10,000 | 530 | 833 | 303 |
| Records Storage | 934 | 1,000 | 66 | 2,066 | 3,000 | 233 | 250 | 17 |
| Computer Software & Supplies | 18,490 | 3,333 | (15,157) | (8,490) | 10,000 | 2,227 | 833 | (1,394) |
| Printing | 2,336 | 2,000 | (336) | 3,664 | 6,000 | 0 | 500 | 500 |
| Public Notice Publication | 2,147 | 1,667 | (480) | 2,853 | 5,000 | 69 | 417 | 348 |
| Miscellaneous - Office | 4,075 | 4,080 | 5 | 10,925 | 15,000 | 2,049 | 2,050 | 1 |
| Office Supplies | 5,478 | 6,667 | 1,189 | 14,522 | 20,000 | 1,145 | 1,667 | 522 |
| Total | 308,326 | 293,680 | (14,646) | 589,782 | 898,108 | 69,025 | 67,658 | (1,367) |

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | Current Actual FY 2018 YTD | Approved Budget FY 2018 YTD | YTD Variance | Remaining Approved Budget | Total Approved Budget | January Current Actual | January Approved Budget | Monthly Variance |
|-----------------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>GENERAL MAINTENANCE</u> | | | | | | | | |
| Salaries | 168,807 | 163,198 | (5,609) | 302,653 | 471,460 | 37,702 | 36,266 | (1,436) |
| Overtime | 8,303 | 17,308 | 9,005 | 41,697 | 50,000 | 1,457 | 3,846 | 2,389 |
| Overtime - Line Handling | 9,373 | 10,385 | 1,012 | 20,627 | 30,000 | 2,898 | 2,308 | (590) |
| F.I.C.A. Expense | 13,611 | 15,424 | 1,813 | 30,947 | 44,558 | 3,082 | 3,428 | 346 |
| Telephone | 2,647 | 2,833 | 186 | 5,853 | 8,500 | 758 | 708 | (50) |
| Water | 129,440 | 160,585 | 31,145 | 515,825 | 645,265 | 51,136 | 60,585 | 9,449 |
| Water - Maintenance Office | 533 | 584 | 51 | 1,219 | 1,752 | 136 | 146 | 10 |
| Stormwater Assessment | 22,869 | 23,333 | 464 | 47,131 | 70,000 | 5,717 | 5,833 | 116 |
| Electricity | 47,078 | 45,000 | (2,078) | 87,922 | 135,000 | 10,558 | 11,250 | 692 |
| Equipment Rental | 1,134 | 1,135 | 1 | 13,866 | 15,000 | 0 | 0 | 0 |
| Generator Supplies | 12,217 | 10,000 | (2,217) | (2,217) | 10,000 | 3,320 | 1,105 | (2,215) |
| Building & Grounds | 34,772 | 34,770 | (2) | 15,228 | 50,000 | 4,460 | 4,460 | 0 |
| Trash Removal | 3,009 | 2,133 | (876) | 3,391 | 6,400 | 401 | 533 | 132 |
| Uniforms | 2,534 | 6,667 | 4,133 | 17,466 | 20,000 | 509 | 1,667 | 1,158 |
| Gas & Oil | 11,540 | 11,667 | 127 | 23,460 | 35,000 | 2,743 | 2,917 | 174 |
| Janitorial Services & Supplies | 2,789 | 2,500 | (289) | 4,711 | 7,500 | 1,118 | 625 | (493) |
| Supplies | 8,828 | 5,000 | (3,828) | 6,172 | 15,000 | 1,222 | 1,250 | 28 |
| Equipment Repair | 7,614 | 7,615 | 1 | 22,386 | 30,000 | 1,812 | 1,810 | (2) |
| Total | 487,098 | 520,137 | 33,039 | 1,158,337 | 1,645,435 | 129,029 | 138,737 | 9,708 |

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | Current Actual FY 2018 YTD | Approved Budget FY 2018 YTD | YTD Variance | Remaining Approved Budget | Total Approved Budget | January Current Actual | January Approved Budget | Monthly Variance |
|----------------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>SECURITY</u> | | | | | | | | |
| Salaries | 248,946 | 245,801 | (3,145) | 461,147 | 710,093 | 56,172 | 54,623 | (1,549) |
| Overtime | 23,493 | 31,154 | 7,661 | 66,507 | 90,000 | 6,279 | 6,923 | 644 |
| F.I.C.A. Expense | 19,752 | 21,187 | 1,435 | 41,456 | 61,208 | 4,547 | 4,708 | 161 |
| Security Equipment Repairs | 5,911 | 5,915 | 4 | 19,089 | 25,000 | 4,913 | 4,915 | 2 |
| Telephone | 3,490 | 3,667 | 177 | 7,510 | 11,000 | 904 | 917 | 13 |
| Uniforms | 2,991 | 2,990 | (1) | 4,009 | 7,000 | 1,166 | 1,165 | (1) |
| Identification Badging | 3,447 | 1,667 | (1,780) | 1,553 | 5,000 | 1,003 | 417 | (586) |
| Riviera Beach Police Presence | 7,950 | 28,333 | 20,383 | 77,050 | 85,000 | 6,390 | 7,083 | 693 |
| Contract Security - Cargo & TWIC | 34,871 | 34,667 | (204) | 69,129 | 104,000 | 10,748 | 8,667 | (2,081) |
| Miscellaneous - Security | 8,702 | 1,667 | (7,035) | (3,702) | 5,000 | 3,247 | 417 | (2,830) |
| Contract Security - Cruise | 170,026 | 272,000 | 101,974 | 645,974 | 816,000 | 65,346 | 68,000 | 2,654 |
| Contract Security - Parking | 6,384 | 22,440 | 16,056 | 60,936 | 67,320 | 4,704 | 5,610 | 906 |
| Radio Maintenance | 8,028 | 6,667 | (1,361) | 11,972 | 20,000 | 2,194 | 1,667 | (527) |
| Total | 543,991 | 678,155 | 134,164 | 1,462,630 | 2,006,621 | 167,613 | 165,112 | (2,501) |

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>RAILROAD</u> | | | | | | | | |
| Salaries | 8,812 | 10,731 | 1,919 | 22,188 | 31,000 | 1,648 | 2,385 | 737 |
| Overtime | 14,473 | 10,385 | (4,088) | 15,527 | 30,000 | 2,684 | 2,308 | (376) |
| F.I.C.A. Expense | 1,743 | 1,616 | (127) | 2,924 | 4,667 | 326 | 359 | 33 |
| Locomotive Rental | 0 | 0 | 0 | 2,500 | 2,500 | 0 | 0 | 0 |
| Train Derailment | 6,869 | 6,870 | 1 | 3,131 | 10,000 | 0 | 0 | 0 |
| Locomotive Fuel & Oil | 10,467 | 9,167 | (1,300) | 17,033 | 27,500 | 2,626 | 2,292 | (334) |
| Track R&M Exp. | 7,928 | 7,930 | 2 | 7,072 | 15,000 | 0 | 0 | 0 |
| Locomotive R&M Exp. | 9,408 | 9,410 | 2 | 25,592 | 35,000 | 4,285 | 4,285 | 0 |
| Railroad Equipment | 0 | 0 | 0 | 5,000 | 5,000 | 0 | 0 | 0 |
| Miscellaneous | 1,301 | 1,305 | 4 | 2,199 | 3,500 | 150 | 150 | 0 |
| Total | <u>61,001</u> | <u>57,414</u> | <u>(3,587)</u> | <u>103,166</u> | <u>164,167</u> | <u>11,719</u> | <u>11,779</u> | <u>60</u> |

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|------------------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>BUSINESS DEVELOPMENT</u> | | | | | | | | |
| Salaries | 133,071 | 134,181 | 1,110 | 254,562 | 387,633 | 29,864 | 29,818 | (46) |
| Florida Retirement System | 13,509 | 13,971 | 462 | 26,851 | 40,360 | 3,056 | 3,105 | 49 |
| F.I.C.A. Expense | 7,944 | 9,281 | 1,337 | 18,867 | 26,811 | 2,222 | 2,062 | (160) |
| Miscellaneous | 1,457 | 1,460 | 3 | 3,543 | 5,000 | 8 | 10 | 2 |
| Website | 3,359 | 1,167 | (2,192) | 141 | 3,500 | 577 | 292 | (285) |
| Telephone Expense | 1,202 | 1,833 | 631 | 4,298 | 5,500 | 295 | 458 | 163 |
| Promotion | 948 | 950 | 2 | 16,452 | 17,400 | 0 | 0 | 0 |
| Trade Development | 14,435 | 14,435 | 0 | 27,065 | 41,500 | 1,675 | 1,675 | 0 |
| Trade Development - Dining | 6,096 | 2,333 | (3,763) | 904 | 7,000 | 1,764 | 583 | (1,181) |
| Trade Missions | 0 | 0 | 0 | 20,000 | 20,000 | 0 | 0 | 0 |
| Travel Expenses | 4,320 | 4,320 | 0 | 15,680 | 20,000 | 212 | 210 | (2) |
| Travel Expenses - McArthur | 0 | 0 | 0 | 6,000 | 6,000 | 0 | 0 | 0 |
| Travel Expenses - Ciklin | 0 | 0 | 0 | 6,000 | 6,000 | 0 | 0 | 0 |
| Travel Expenses - Richards | 0 | 0 | 0 | 6,000 | 6,000 | 0 | 0 | 0 |
| Travel Expenses - Waldron | 0 | 0 | 0 | 6,000 | 6,000 | 0 | 0 | 0 |
| Travel Expenses - Enright | 0 | 0 | 0 | 6,000 | 6,000 | 0 | 0 | 0 |
| Community Relations | 2,630 | 2,630 | 0 | 15,370 | 18,000 | 1,331 | 1,330 | (1) |
| Postage & Shipping | 19 | 333 | 314 | 981 | 1,000 | 0 | 83 | 83 |
| Trade Development - Sponsorships | 850 | 0 | (850) | 4,150 | 5,000 | 0 | 0 | 0 |

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | Current Actual FY 2018 YTD | Approved Budget FY 2018 YTD | YTD Variance | Remaining Approved Budget | Total Approved Budget | January Current Actual | January Approved Budget | Monthly Variance |
|-------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| Registration Fees | 1,160 | 1,160 | 0 | 18,840 | 20,000 | 115 | 115 | 0 |
| Membership Dues | 18,899 | 19,867 | 968 | 40,701 | 59,600 | 6,020 | 4,967 | (1,053) |
| Training | 50 | 50 | 0 | 4,950 | 5,000 | 0 | 0 | 0 |
| Subscriptions | 3,297 | 833 | (2,464) | (797) | 2,500 | 711 | 208 | (503) |
| Advertising | 17,767 | 13,500 | (4,267) | (4,267) | 13,500 | 1,679 | 0 | (1,679) |
| Publications | 2,763 | 2,765 | 2 | 7,237 | 10,000 | 0 | 0 | 0 |
| Total | 233,776 | 225,069 | (8,707) | 505,528 | 739,304 | 49,529 | 44,916 | (4,613) |

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|-----------------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>ADMIN. & H.R.</u> | | | | | | | | |
| Salaries - Commissioners | 15,833 | 15,833 | 0 | 31,667 | 47,500 | 3,958 | 3,958 | 0 |
| Salaries - Exec. Director & Staff | 216,183 | 207,165 | (9,018) | 382,295 | 598,478 | 46,794 | 46,037 | (757) |
| Contract Admin. Services | 3,540 | 0 | (3,540) | (3,540) | 0 | 1,860 | 0 | (1,860) |
| FICA Expense | 14,192 | 15,765 | 1,573 | 31,352 | 45,544 | 3,710 | 3,503 | (207) |
| Total | <u>249,748</u> | <u>238,763</u> | <u>(10,985)</u> | <u>441,774</u> | <u>691,522</u> | <u>56,322</u> | <u>53,498</u> | <u>(2,824)</u> |

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|---------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>LEGAL</u> | | | | | | | | |
| Fees and Expenses | 22,091 | 33,333 | 11,242 | 77,909 | 100,000 | 5,088 | 8,333 | 3,245 |
| Total | 22,091 | 33,333 | 11,242 | 77,909 | 100,000 | 5,088 | 8,333 | 3,245 |

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|---------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>ENGINEERING</u> | | | | | | | | |
| Retainer - CH2MHILL | 4,000 | 0 | (4,000) | (4,000) | 0 | 1,000 | 0 | (1,000) |
| Fees and Expenses | 10,841 | 0 | (10,841) | (10,841) | 0 | 2,783 | 0 | (2,783) |
| Total | 14,841 | 0 | (14,841) | (14,841) | 0 | 3,783 | 0 | (3,783) |

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|----------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>CONSULTING</u> | | | | | | | | |
| Consultants - Governmental | 12,000 | 12,000 | 0 | 27,000 | 39,000 | 3,000 | 3,000 | 0 |
| Total | 12,000 | 12,000 | 0 | 27,000 | 39,000 | 3,000 | 3,000 | 0 |

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|---------------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>SOUTHGATE COMPLEX</u> | | | | | | | | |
| Buildings & Grounds | 2,455 | 2,455 | 0 | 17,545 | 20,000 | 575 | 575 | 0 |
| Janitorial Services& Supplies | 427 | 667 | 240 | 1,573 | 2,000 | 265 | 167 | (98) |
| Miscellaneous | 0 | 0 | 0 | 2,500 | 2,500 | 0 | 0 | 0 |
| Electric | 11,582 | 11,667 | 85 | 23,418 | 35,000 | 2,720 | 2,917 | 197 |
| Telephone | 2,036 | 2,333 | 297 | 4,964 | 7,000 | 510 | 583 | 73 |
| Trash Removal | 1,031 | 1,000 | (31) | 1,969 | 3,000 | 258 | 250 | (8) |
| HVAC Repairs & Maint. | 272 | 0 | (272) | 9,728 | 10,000 | 0 | 0 | 0 |
| Total | 17,803 | 18,122 | 319 | 61,697 | 79,500 | 4,328 | 4,492 | 164 |

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|---|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>GENERAL EXPENSE</u> | | | | | | | | |
| Audit & Accounting Services | 35,354 | 35,355 | 1 | 53,646 | 89,000 | 34,372 | 34,370 | (2) |
| Transcription Services for Board Meetings | 2,494 | 2,833 | 339 | 6,006 | 8,500 | 354 | 708 | 354 |
| Bad Debt Expense | 0 | 0 | 0 | 10,000 | 10,000 | 0 | 0 | 0 |
| Unemployment Compensation | 0 | 0 | 0 | 1,000 | 1,000 | 0 | 0 | 0 |
| General Commercial Prop & Liab Insurance | 120,052 | 140,667 | 20,615 | 301,948 | 422,000 | 32,169 | 35,167 | 2,998 |
| Group Health / Dental / Vision | 312,502 | 305,667 | (6,835) | 604,498 | 917,000 | 79,915 | 76,417 | (3,498) |
| Employee Basic Life Insurance | 5,134 | 5,000 | (134) | 9,866 | 15,000 | 1,309 | 1,250 | (59) |
| Employee S/Term Disability Ins. | 5,193 | 5,667 | 474 | 11,807 | 17,000 | 1,432 | 1,417 | (15) |
| Florida Retirement System | 86,756 | 91,197 | 4,441 | 176,702 | 263,458 | 19,509 | 20,266 | 757 |
| Trustee Fees For Bonds | 2,523 | 2,525 | 2 | 4,977 | 7,500 | 0 | 0 | 0 |
| Drug-Free Workplace | 695 | 695 | 0 | 305 | 1,000 | 530 | 530 | 0 |
| Insurance Contingency | 0 | 0 | 0 | 10,000 | 10,000 | 0 | 0 | 0 |
| Membership Dues | 749 | 750 | 1 | 3,251 | 4,000 | 135 | 135 | 0 |
| Training | 3,756 | 3,760 | 4 | 21,244 | 25,000 | 708 | 710 | 2 |
| Ad Valorem Taxes | 38 | 40 | 2 | 9,962 | 10,000 | 0 | 0 | 0 |
| Miscellaneous | 240 | 240 | 0 | 4,760 | 5,000 | 0 | 0 | 0 |
| Total | <u>575,486</u> | <u>594,396</u> | <u>18,910</u> | <u>1,229,972</u> | <u>1,805,458</u> | <u>170,433</u> | <u>170,970</u> | <u>537</u> |

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|----------------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>COMMUNITY OUTREACH</u> | | | | | | | | |
| Community Grants - Waldron | 1,500 | 1,500 | 0 | 500 | 2,000 | 300 | 300 | 0 |
| Community Grants - Ciklin | 1,000 | 1,000 | 0 | 1,000 | 2,000 | 700 | 700 | 0 |
| Community Grants - Richards | 2,000 | 2,000 | 0 | 0 | 2,000 | 300 | 300 | 0 |
| Community Grants - McArthur | 245 | 245 | 0 | 1,755 | 2,000 | 45 | 45 | 0 |
| Community Grants -Enright | 740 | 740 | 0 | 1,260 | 2,000 | 390 | 390 | 0 |
| Total | 5,485 | 5,485 | 0 | 4,515 | 10,000 | 1,735 | 1,735 | 0 |

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|--|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>MARITIME OFFICE BUILDING</u> | | | | | | | | |
| Buildings & Grounds | 1,415 | 1,420 | 5 | 8,585 | 10,000 | 639 | 640 | 1 |
| Telephone - Elevator | 468 | 600 | 132 | 1,332 | 1,800 | 151 | 150 | (1) |
| Telephone - Fire Alarm Lines | 816 | 1,067 | 251 | 2,384 | 3,200 | 272 | 267 | (5) |
| Electricity | 21,881 | 22,500 | 619 | 45,619 | 67,500 | 4,920 | 5,625 | 705 |
| HVAC Repairs & Maint. | 2,742 | 2,000 | (742) | (742) | 2,000 | 105 | 0 | (105) |
| Total | <u>27,322</u> | <u>27,587</u> | <u>265</u> | <u>57,178</u> | <u>84,500</u> | <u>6,087</u> | <u>6,682</u> | <u>595</u> |

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|--------------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>CRUISE TERMINAL</u> | | | | | | | | |
| Building & Grounds | 35,470 | 35,470 | 0 | 39,530 | 75,000 | 11,999 | 12,000 | 1 |
| Electric | 17,708 | 16,667 | (1,041) | 32,292 | 50,000 | 4,075 | 4,167 | 92 |
| Electric - Chiller Plant | 9,771 | 11,000 | 1,229 | 23,229 | 33,000 | 1,637 | 2,750 | 1,113 |
| Telephone | 1,223 | 1,667 | 444 | 3,777 | 5,000 | 408 | 417 | 9 |
| Telephone - Elevator | 816 | 1,000 | 184 | 2,184 | 3,000 | 272 | 250 | (22) |
| HVAC Repairs & Maintenance | 14,389 | 14,390 | 1 | 35,611 | 50,000 | 4,849 | 4,850 | 1 |
| Janitorial Services & Supplies | 37,365 | 48,333 | 10,968 | 107,635 | 145,000 | 14,459 | 12,083 | (2,376) |
| Window Cleaning | 0 | 0 | 0 | 2,000 | 2,000 | 0 | 0 | 0 |
| Total | 116,742 | 128,527 | 11,785 | 246,258 | 363,000 | 37,699 | 36,517 | (1,182) |

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|---------------------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>MARITIME OFFICE COMPLEX</u> | | | | | | | | |
| Building & Grounds | 17,867 | 17,865 | (2) | 52,133 | 70,000 | 6,368 | 6,370 | 2 |
| Trash Removal | 10,354 | 11,667 | 1,313 | 24,646 | 35,000 | 2,512 | 2,917 | 405 |
| Electricity | 26,562 | 25,000 | (1,562) | 48,438 | 75,000 | 6,113 | 6,250 | 137 |
| Electric - Chiller Plant | 14,656 | 14,333 | (323) | 28,344 | 43,000 | 2,456 | 3,583 | 1,127 |
| Telephone | 1,019 | 2,000 | 981 | 4,981 | 6,000 | 289 | 500 | 211 |
| Telephone - Elevator | 816 | 1,167 | 351 | 2,684 | 3,500 | 272 | 292 | 20 |
| HVAC Repairs & Maintenance | 21,198 | 21,195 | (3) | 28,802 | 50,000 | 6,025 | 6,025 | 0 |
| Janitorial Services & Supplies | 7,327 | 8,333 | 1,006 | 17,673 | 25,000 | 4,168 | 2,083 | (2,085) |
| Window Cleaning | 0 | 0 | 0 | 2,000 | 2,000 | 0 | 0 | 0 |
| Total | <u>99,799</u> | <u>101,560</u> | <u>1,761</u> | <u>209,701</u> | <u>309,500</u> | <u>28,203</u> | <u>28,020</u> | <u>(183)</u> |

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|---|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>RENEWAL AND REPLACEMENT</u> | | | | | | | | |
| Non-Capital Expenses: | 0 | 197,311 | 197,311 | 250,000 | 250,000 | 0 | 8,323 | 8,323 |
| Communication Equipment Expense | 5,312 | 0 | (5,312) | (5,312) | 0 | 0 | 0 | 0 |
| Security Equipment | 7,406 | 0 | (7,406) | (7,406) | 0 | 1,502 | 0 | (1,502) |
| Office Furniture/Equip. Replacement - Expenses | 3,170 | 0 | (3,170) | (3,170) | 0 | 0 | 0 | 0 |
| Computer Systems - non-capital | 5,550 | 0 | (5,550) | (5,550) | 0 | 2,514 | 0 | (2,514) |
| Cruise Terminal - Buildings & Grounds | 104,381 | 0 | (104,381) | (104,381) | 0 | 0 | 0 | 0 |
| MOC - Buildings and Grounds | 18,788 | 0 | (18,788) | (18,788) | 0 | 0 | 0 | 0 |
| Maintenance Dredging | 405 | 0 | (405) | (405) | 0 | 0 | 0 | 0 |
| Hurricane Irma Storm Repairs | 31,449 | 0 | (31,449) | (31,449) | 0 | 4,307 | 0 | (4,307) |
| Passenger Loading Bridge | 20,850 | 0 | (20,850) | (20,850) | 0 | 0 | 0 | 0 |
| Total | 197,311 | 197,311 | 0 | 52,689 | 250,000 | 8,323 | 8,323 | 0 |

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Four Months Ending Wednesday, January 31, 2018**

| | <u>Current Actual FY 2018 YTD</u> | <u>Approved Budget FY 2018 YTD</u> | <u>YTD Variance</u> | <u>Remaining Approved Budget</u> | <u>Total Approved Budget</u> | <u>January Current Actual</u> | <u>January Approved Budget</u> | <u>Monthly Variance</u> |
|--------------------------|---|--|-------------------------|--|--------------------------------------|---------------------------------------|--|-----------------------------|
| <u>OPERATIONS</u> | | | | | | | | |
| Salaries - Operations | 27,931 | 28,232 | 301 | 53,629 | 81,560 | 6,222 | 6,274 | 52 |
| FICA Expense | 2,044 | 2,160 | 116 | 4,195 | 6,239 | 455 | 480 | 25 |
| Tenant Operations | 2,654 | 2,655 | 1 | 17,346 | 20,000 | 0 | 0 | 0 |
| Miscellaneous | 0 | 0 | 0 | 10,000 | 10,000 | 0 | 0 | 0 |
| Uniforms | 0 | 0 | 0 | 500 | 500 | 0 | 0 | 0 |
| Telephone | 339 | 333 | (6) | 661 | 1,000 | 88 | 83 | (5) |
| Total | 32,968 | 33,380 | 412 | 86,331 | 119,299 | 6,765 | 6,837 | 72 |
| Total Expenses | 3,005,788 | 3,164,919 | 159,131 | 6,299,626 | 9,305,414 | 758,681 | 756,609 | (2,072) |

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-2**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO March 1, 2018

SUBJECT: Cargo Reports and Customer Performance Summary for the month and four months ended January 31, 2018, and prior.

BACKGROUND: Cargo Tonnage, TEU, Rail, Vessel, & Passenger Operating Statistics Reports and Customer Performance Summary for the month and four months ended January 31, 2018, and prior.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Cargo Reports and Customer Performance Summary for the month and four months ended January 31, 2018, and prior.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

Disapproved: _____

Deferred To: _____

Incorporated into Minutes: _____

Motion By: _____

Seconded By: _____

Unanimous: Yes _____ No _____

By: _____

**PORT OF PALM BEACH DISTRICT
ALL-CARGO TONNAGE REPORT
JANUARY 2018**

| | January 2018 Actual | January 2017 Actual | Variance | Year To Date Oct '17 - Jan '18 | Year To Date Oct '16 - Jan '17 | Variance |
|--------------------------------------|--------------------------------|--------------------------------|-----------------|---|---|-----------------|
| CARGO TONNAGE (in short tons) | | | | | | |
| General Cargo | | | | | | |
| Container | 104,928 | 96,965 | 8.21% | 455,405 | 431,068 | 5.65% |
| Break-bulk | 6,898 | 4,334 | 59.16% | 30,096 | 21,177 | 42.12% |
| Trans-shipment | 4,079 | 6,654 | (38.70%) | 17,276 | 30,620 | (43.58%) |
| Sub-Total General Cargo | 115,905 | 107,953 | 7.37% | 502,777 | 482,865 | 4.12% |
| Bulk and Dry Cargo | | | | | | |
| Asphalt | 9,385 | 6,473 | 44.99% | 34,687 | 38,828 | (10.66%) |
| Diesel Fuel | 12,115 | 0 | 100.00% | 52,478 | 35,949 | 45.98% |
| Utility Fuel Oil | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| Miscellaneous | 0 | 0 | 0.00% | 0 | 0 | 0.00% |
| Recyclable Steel | 9,230 | - | 100.00% | 9,230 | 0 | 100.00% |
| Molasses | 0 | 46,370 | (100.00%) | 54,753 | 84,953 | (35.55%) |
| Sugar | 58,716 | 44,947 | 30.63% | 220,080 | 234,847 | (6.29%) |
| Sub-Total Bulk and Dry Cargo | 89,446 | 97,790 | (8.53%) | 371,228 | 394,577 | (5.92%) |
| TOTAL ALL CARGO | 205,351 | 205,743 | (0.19%) | 874,005 | 877,442 | (0.39%) |
| Containers - 20-Foot (TEU) | | | | | | |
| Inbound | 12,745 | 12,176 | 4.67% | 46,440 | 47,607 | (2.45%) |
| Outbound | 11,815 | 10,503 | 12.49% | 49,951 | 47,390 | 5.40% |
| Trans-shipment | 413 | 513 | (19.49%) | 1,703 | 2,636 | (35.39%) |
| TOTAL TEUs | 24,973 | 23,192 | 7.68% | 98,094 | 97,633 | 0.47% |
| Rail Cars In | 755 | 770 | (1.95%) | 3,133 | 3,161 | (0.89%) |
| Rail Cars Out | 754 | 765 | (1.44%) | 3,138 | 3,155 | (0.54%) |
| Vessels (cargo) | 124 | 112 | 10.71% | 511 | 473 | 8.03% |
| Vessels (multi-day cruise) | 15 | 12 | 25.00% | 20 | 53 | (62.26%) |
| Passengers | | | | | | |
| Multi-Day Cruise | 30,871 | 27,518 | 12.18% | 42,681 | 110,473 | (61.37%) |
| Other (includes in-transit) | 0 | 0 | 0.00% | 141 | 0 | 100.00% |
| TOTAL PASSENGERS | 30,871 | 27,518 | 12.18% | 42,822 | 110,473 | (61.24%) |

NOTE: Tonnage represents cargo operations during the month(s).

**PORT OF PALM BEACH DISTRICT
CUSTOMER PERFORMANCE SUMMARY
JANUARY 2018**

| | CURRENT YEAR | | PRIOR YTD | ALL CUSTOMERS | CURRENT YEAR | | PRIOR YTD |
|-------|---------------------|---------------------|---------------------|---------------|--------------|--------------|--------------|
| | MONTH | YTD | | | MONTH | YTD | |
| | REVENUE | \$ 1,320,587 | | | \$ 4,141,866 | \$ 4,022,959 | |
| RENTS | 364,352 | 1,464,517 | 1,418,037 | TEUS | 24,973 | 98,094 | 97,633 |
| TOTAL | <u>\$ 1,684,939</u> | <u>\$ 5,606,383</u> | <u>\$ 5,440,996</u> | RAILCARS | 1,509 | 6,271 | 6,316 |
| | | | | PASSENGERS | 30,871 | 42,822 | 110,473 |

| | CURRENT YEAR | | PRIOR YTD | TROPICAL SHIPPING | CURRENT YEAR | | PRIOR YTD |
|-------|-------------------|---------------------|---------------------|-------------------|--------------|--------------|--------------|
| | MONTH | YTD | | | MONTH | YTD | |
| | REVENUE | \$ 421,803 | | | \$ 1,735,934 | \$ 1,594,896 | |
| RENTS | 112,830 | 451,321 | 451,270 | TEUS | 24,494 | 96,017 | 95,521 |
| TOTAL | <u>\$ 534,633</u> | <u>\$ 2,187,255</u> | <u>\$ 2,046,166</u> | RAILCARS | 1,503 | 6,261 | 6,297 |

| | CURRENT YEAR | | PRIOR YTD | MULTI-DAY CRUISE (including parking) | CURRENT YEAR | | PRIOR YTD |
|-------|-------------------|-------------------|---------------------|--------------------------------------|--------------|------------|--------------|
| | MONTH | YTD | | | MONTH | YTD | |
| | REVENUE-NET | \$ 345,086 | | | \$ 700,565 | \$ 998,938 | |
| RENTS | 11,216 | 27,385 | 66,803 | CARS | 3,880 | 5,411 | 14,442 |
| TOTAL | <u>\$ 356,302</u> | <u>\$ 727,950</u> | <u>\$ 1,065,741</u> | PASSENGERS | 30,871 | 42,681 | 110,473 |

| | CURRENT YEAR | | PRIOR YTD | FLORIDA SUGAR AND MOLASSES | CURRENT YEAR | | PRIOR YTD |
|-------|-------------------|-------------------|-------------------|----------------------------|--------------|------------|--------------|
| | MONTH | YTD | | | MONTH | YTD | |
| | REVENUE | \$ 97,532 | | | \$ 432,747 | \$ 475,300 | |
| RENTS | 19,922 | 79,687 | 79,687 | TEUS | 0 | 0 | 0 |
| TOTAL | <u>\$ 117,454</u> | <u>\$ 512,434</u> | <u>\$ 554,987</u> | RAILCARS | 0 | 0 | 0 |

| | CURRENT YEAR | | PRIOR YTD | TEETERS | CURRENT YEAR | | PRIOR YTD |
|-------|------------------|-------------------|-------------------|----------|--------------|------------|--------------|
| | MONTH | YTD | | | MONTH | YTD | |
| | REVENUE | \$ 56,263 | | | \$ 225,610 | \$ 108,746 | |
| RENTS | 25,605 | 113,343 | 89,543 | TEUS | 168 | 651 | 529 |
| TOTAL | <u>\$ 81,868</u> | <u>\$ 338,953</u> | <u>\$ 198,289</u> | VEHICLES | 685 | 2,758 | 1,621 |

| | CURRENT YEAR | | PRIOR YTD | SOUTH FLORIDA MATERIALS/VALERO | CURRENT YEAR | | PRIOR YTD |
|-------|------------------|-------------------|-------------------|--------------------------------|--------------|------------|--------------|
| | MONTH | YTD | | | MONTH | YTD | |
| | REVENUE | \$ 28,857 | | | \$ 107,517 | \$ 151,575 | |
| RENTS | 2,996 | 11,949 | 11,695 | TEUS | 0 | 0 | 0 |
| TOTAL | <u>\$ 31,853</u> | <u>\$ 119,466</u> | <u>\$ 163,270</u> | RAILCARS | 0 | 0 | 9 |

| | CURRENT YEAR | | PRIOR YTD | GULFSTREAM | CURRENT YEAR | | PRIOR YTD |
|-------|------------------|-------------------|-------------------|------------|--------------|------------|--------------|
| | MONTH | YTD | | | MONTH | YTD | |
| | REVENUE | \$ 17,383 | | | \$ 91,769 | \$ 101,638 | |
| RENTS | 17,208 | 70,916 | 59,454 | TEUS | 311 | 1,358 | 1,547 |
| TOTAL | <u>\$ 34,591</u> | <u>\$ 162,685</u> | <u>\$ 161,092</u> | RAILCARS | 2 | 6 | 10 |

| | CURRENT YEAR | | PRIOR YTD | T PARKER HOST | CURRENT YEAR | | PRIOR YTD |
|-------|------------------|-------------------|-------------------|---------------|--------------|------------|--------------|
| | MONTH | YTD | | | MONTH | YTD | |
| | REVENUE | \$ 20,783 | | | \$ 124,702 | \$ 126,884 | |
| RENTS | 419 | 1,677 | 1,632 | TEUS | 0 | 6 | 36 |
| TOTAL | <u>\$ 21,202</u> | <u>\$ 126,379</u> | <u>\$ 128,516</u> | RAILCARS | 0 | 0 | 0 |

| | CURRENT YEAR | | PRIOR YTD | STONEROCK | CURRENT YEAR | | PRIOR YTD |
|-------|------------------|-------------------|-------------------|-----------|--------------|-----------|--------------|
| | MONTH | YTD | | | MONTH | YTD | |
| | REVENUE | \$ 40,798 | | | \$ 118,298 | \$ 40,167 | |
| RENTS | 17,948 | 66,947 | 65,333 | TEUS | 0 | 0 | 0 |
| TOTAL | <u>\$ 58,746</u> | <u>\$ 185,245</u> | <u>\$ 105,500</u> | RAILCARS | 0 | 0 | 0 |

| | CURRENT YEAR | | PRIOR YTD | MINIMUM GUARANTEES |
|------------------|--------------|-------------------|-------------------|--------------------|
| | UNIT | YTD | | |
| | CEMEX(USA) | 150,000 st | | |
| So. FL Materials | 800,000 bbl | - | 59,778 | |
| TOTAL | | <u>\$ 151,500</u> | <u>\$ 209,778</u> | |

| | CURRENT YEAR | | PRIOR YTD | ADDITIONAL RENTS |
|-----------|-------------------|-------------------|-------------------|------------------|
| | MONTH | YTD | | |
| | MERCHANTS | \$ 34,122 | | |
| GSA | 40,557 | 162,230 | 162,261 | |
| CBS | 10,158 | 40,036 | 39,250 | |
| CHENEY | 7,931 | 31,724 | 28,840 | |
| SHAMBA | 18,766 | 75,064 | 75,064 | |
| ALL OTHER | 37,416 | 167,278 | 148,823 | |
| TOTAL | <u>\$ 148,950</u> | <u>\$ 612,820</u> | <u>\$ 566,919</u> | |

| | CURRENT YEAR | | PRIOR YTD | PORT CONTRACTORS | CURRENT YEAR | | PRIOR YTD |
|-------|------------------|------------------|------------------|------------------|--------------|----------|--------------|
| | MONTH | YTD | | | MONTH | YTD | |
| | REVENUE | \$ 7,417 | | | \$ 38,555 | \$ 7,434 | |
| RENTS | 7,258 | 28,472 | 25,701 | TEUS | 0 | 62 | 0 |
| TOTAL | <u>\$ 14,675</u> | <u>\$ 67,027</u> | <u>\$ 33,135</u> | RAILCARS | 4 | 4 | 0 |

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-3**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO March 1, 2018

SUBJECT: Cash Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statements – January 2018.

BACKGROUND: The Cash and Investment Reconciled Bank Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statement – January 2018.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Cash Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statement – January 2018.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

Disapproved: _____

Deferred To: _____

Incorporated into Minutes: _____

Motion By: _____

Seconded By: _____

Unanimous: Yes _____ No _____

By: _____

**PORT OF PALM BEACH DISTRICT
CASH BALANCES
JANUARY 31, 2018**

UNRESTRICTED CASH:

| | | |
|------------------------------------|----------------------|----------------------|
| Operating Accounts | \$ 13,874,666 | |
| Cruise Terminal Infrastructure Fee | 237,895 | |
| Petty Cash | <u>1,600</u> | |
| TOTAL UNRESTRICTED CASH | | \$ 14,114,161 |

RESTRICTED CASH:

Board Restricted

Capital Improvement:

| | | |
|---------------------------------|---------------------|--|
| FDOT Seaport Grant Projects (1) | \$ 5,264,858 | |
| Less: Grant Receivable | <u>\$ (94,468)</u> | |
| Net Grants | \$ 5,170,390 | |

| | | |
|---------------------------|---------------------|--|
| Other Capital Improvement | \$ 582,277 | |
| Total Capital Improvement | <u>\$ 5,752,667</u> | |

| | | |
|--------------------------------|-------------------|--|
| Renewal and Replacement | \$ 563,504 | |
| Port Development | \$ 625,951 | |
| Deposits and Other | \$ 375,000 | |

Total Board Restricted Cash **\$ 7,317,122**

Bond Restricted - Debt Service

| | | |
|-----------------------------------|---------------------|--|
| Reserve for Revenue bonds | \$ 4,370,991 | |
| Sinking Fund Bond Escrows for P&I | <u>\$ 1,682,311</u> | |

Total Bond restricted Cash **\$ 6,053,302**

TOTAL RESTRICTED CASH **\$ 13,370,424**

TOTAL CASH **\$ 27,484,585**

(1) - See list of active FDOT Grant projects.

**PORT OF PALM BEACH DISTRICT
STATEMENT OF CASH FLOWS
For the Month of January 2018**

| | REVENUE | O&M | O&M IMPRESS | PAYROLL IMPRESS | PETTY CASH | TOTAL OPERATIONS - UNDESIGNATED |
|---------------------------------|----------------------|---------------------|-------------|------------------|-----------------|---------------------------------|
| <i>Begin Balance 10/01/2017</i> | <i>11,005,015</i> | <i>1,734,865</i> | <i>0</i> | <i>8,732</i> | <i>1,600</i> | <i>12,750,212</i> |
| Beginning Balance 1/1/2018 | \$ 11,618,712 | \$ 1,774,480 | \$ (0) | \$ 41,257 | \$ 1,600 | \$ 13,436,049 |
| Receipts | 1,879,549 | 38,139 | - | - | - | 1,917,688 |
| Transfers In | 7,252 | 119,383 | 243,984 | 328,000 | - | 698,619 |
| Interest | 5,759 | - | - | - | - | 5,759 |
| Payments | (251,418) | (43,691) | (243,984) | (358,098) | - | (897,190) |
| Transfers Out | (1,039,511) | (7,252) | - | - | - | (1,046,764) |
| Ending Balance 1/31/2018 | <u>\$ 12,220,343</u> | <u>\$ 1,881,059</u> | <u>\$ -</u> | <u>\$ 11,159</u> | <u>\$ 1,600</u> | <u>\$ 14,114,161</u> |
| NET CHANGE (Current) | 601,632 | 106,579 | 0 | (30,098) | - | 678,113 |
| NET CHANGE (YTD) | <i>1,215,328</i> | <i>146,193</i> | <i>0</i> | <i>2,428</i> | <i>0</i> | <i>1,363,949</i> |

| | CUSTOMER DEPOSITS | PORT DEVELOPMENT | PORT DEVELOPMENT IMPRESS | RENEWAL & REPLACEMENT 2016 DHS PORT SECURITY GRANT | RENEWAL & REPLACEMENT OTHER | RENEWAL & REPLACEMENT IMPRESS | RESTRICTED DEBT SERVICE ACCOUNTS | TOTAL RESTRICTED CASH |
|---------------------------------|-------------------|-------------------|--------------------------|--|-----------------------------|-------------------------------|----------------------------------|-----------------------|
| <i>Begin Balance 10/01/2017</i> | <i>25,000</i> | <i>372,452</i> | <i>0</i> | <i>0</i> | <i>798,586</i> | <i>0</i> | <i>4,686,644</i> | <i>5,882,682</i> |
| Beginning Balance 1/1/2018 | \$ 375,000 | \$ 689,667 | \$ 0 | \$ - | \$ 716,031 | \$ - | \$ 5,719,110 | \$ 7,499,809 |
| Receipts | - | - | - | - | - | - | - | - |
| Transfers In | - | 69,385 | 13,718 | 27,018 | 69,385 | 221,912 | 328,758 | 730,176 |
| Interest | - | - | - | - | - | - | 5,434 | 5,434 |
| Payments | - | - | (13,718) | (27,018) | - | (194,894) | - | (235,630) |
| Transfers Out | - | (133,101) | - | - | (221,912) | (27,018) | - | (382,031) |
| Ending Balance 1/31/2018 | <u>\$ 375,000</u> | <u>\$ 625,951</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 563,504</u> | <u>\$ -</u> | <u>\$ 6,053,302</u> | <u>\$ 7,617,758</u> |
| NET CHANGE (Current) | - | (63,716) | (0) | - | (152,527) | - | 334,192 | 117,949 |
| NET CHANGE (YTD) | <i>350,000</i> | <i>253,499</i> | <i>0</i> | <i>0</i> | <i>(235,082)</i> | <i>0</i> | <i>1,366,658</i> | <i>1,735,076</i> |

| | CAPITAL IMPROVEMENT FDOT SEAPORT GRANTS | CAPITAL IMPROVEMENT OTHER | TOTAL CAPITAL IMPROVEMENT - DESIGNATED | TOTAL ALL CASH |
|---------------------------------|---|---------------------------|--|----------------------|
| <i>Begin Balance 10/01/2017</i> | <i>5,519,288</i> | <i>1,036,086</i> | <i>6,555,374</i> | <i>25,007,682</i> |
| Beginning Balance 1/1/2018 | \$ 5,167,487 | \$ 587,897 | \$ 5,755,384 | \$ 26,691,242 |
| Receipts | 31,954 | - | 31,954 | 1,949,641 |
| Transfers In | 40,292 | 34,672 | 74,963 | 1,503,758 |
| Interest/Dividends | - | - | - | 11,193 |
| Payments | (34,672) | 0 | (34,672) | (1,167,492) |
| Transfers Out | (34,672) | (40,292) | (74,963) | (1,503,758) |
| Ending Balance 1/31/2018 | <u>\$ 5,170,390</u> | <u>\$ 582,277</u> | <u>\$ 5,752,667</u> | <u>\$ 27,484,585</u> |
| NET CHANGE (Current) | 2,902 | (5,620) | (2,718) | 793,343 |
| NET CHANGE (YTD) | <i>(348,899)</i> | <i>(453,809)</i> | <i>(802,707)</i> | <i>2,476,903</i> |

| Port of Palm Beach - FDOT Seaport Grants | | | | | | | | | | |
|---|--------------|--|----------------|-----------------|------------------|------------------|--------------------|---------------------|---|--|
| FDOT Project No. | Contract No. | Project Description | Execution Date | Expiration Date | Matching Ratio | Total FDOT Grant | Total FDOT Funding | Original Port Match | Port's Current Match Requirement @ 01/31/18 | STATUS |
| 422827-1-94-02 | AR857 | Berth 17 - BOND | 12/04/13 | 12/04/18 | Front End Funded | \$ 9,202,000 | \$ 4,601,000 | \$ 4,601,000 | \$ 593,240 | Open & under construction |
| 422827-1-94-03 | G0995 | Berth 17 - JPA NON BOND | 04/01/16 | 12/31/17 | 50 / 50 | \$ 1,500,000 | \$ 750,000 | \$ 750,000 | \$ 750,000 | Funds to be used after bond monies are spent |
| 422827-1-94-03 | G0995 | Berth 17 -SJPA No. 1 NON BOND | 01/10/17 | 12/31/17 | 50 / 50 | \$ 1,500,000 | \$ 750,000 | \$ 750,000 | \$ 750,000 | Funds to be used after bond monies are spent |
| 435033-1-94-01 | ARJ70 | Tropical Shipping Reefer Line Expansion | 07/29/14 | 12/31/18 | 50 / 50 | \$ 550,000 | \$ 275,000 | \$ 275,000 | \$ 275,000 | Project delayed until MOB demolition |
| 439974-1-94-01 | G0E90 | MOB Demo. & Cargo Laydown Capacity Improv. - Design & Permitting | 05/26/17 | 12/31/18 | 50 / 50 | \$ 340,000 | \$ 170,000 | \$ 170,000 | \$ 117,975 | Open & in planning phase |
| 440705-1-94-01 | G0078 | MOB Demo. & Upland Cargo Improvement | 08/28/17 | 12/31/19 | 50 / 50 | \$ 4,000,000 | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 | Project has not commenced |
| 436215-1-94-01 | ARL88 | On Port Rail Facility Expansion | 09/22/14 | 12/31/18 | 50 / 50 | \$ 1,060,090 | \$ 530,045 | \$ 530,045 | \$ 424,659 | Open & in planning phase |
| 434833-1-94-01 | ARS49 | Berth 1 Expansion | 03/06/15 | 12/31/18 | 50 / 50 | \$ 769,000 | \$ 384,500 | \$ 384,500 | \$ 278,706 | Open & in planning phase |
| 439152-1-94-01 | GO846 | Master Plan Update | 02/01/16 | 12/31/18 | 50 / 50 | \$ 250,000 | \$ 125,000 | \$ 125,000 | \$ 75,278 | Open & Under way |
| Port of Palm Beach - FDOT Seaport Grants | | | | | | | | | | |
| | | | | | | | | | \$ 5,264,858 | |

**PORT OF PALM BEACH DISTRICT
AMERICAN EXPRESS MONTHLY STATEMENT
ENDING ON 01/28/18**

BUSINESS DEVELOPMENT FUND:

| | |
|---|------------|
| SUN SENTINEL- MONTHLY SUBSCRIPTION FEE | \$ 15.96 |
| ADOBE- MONTHLY SUBSCRIPTION FEE | \$ 49.99 |
| PALM BEACH POST- MONTHLY SUBSCRIPTION FEE | \$ 20.32 |
| FACEBOOK.COM- ADVERTISING | \$ 80.00 |
| FLORIDA FIRE CHIEFS ASSOC.- PIO SYMPOSIUM REGISTRATION 01/19/18 FOR A. ALONZO | \$ 100.00 |
| BEST WESTERN- HOTEL STAY WHILE ATTENDING PIO SYMPOSIUM FOR A. ALONZO | \$ 84.00 |
| HILTON DAYTONA BEACH- PARKING TO ATTEND PIO SYMPOSIUM FOR A. ALONZO | \$ 17.00 |
| SUNSHINE 169- FUEL FOR PORT VEHICLE WHILE ATTENDING PIO SYMPOSIUM FOR A. ALONZO | \$ 37.36 |
| CHAMBER OF COMMERCE OF THE PALM BEACHES- REGISTRATION FOR SOCIAL MEDIA SEMINAR ON 01/31/18 FOR A. ALONZO | \$ 15.00 |
| CITY OF RIVIERA BEACH- PARADE APPLICATION FOR COMMISSIONERS ENRIGHT & WALDRON FOR MLK PARADE | \$ 30.00 |
| BUSINESS DEVELOPMENT BOARD- 2 TICKETS FOR COMMISSIONER WALDRON TO ATTEND WINTER RECEPTION | \$ 150.00 |
| CHAMBER OF COMMERCE OF THE PALM BEACHES- 4 TICKETS FOR COMMISSIONERS ENRIGHT & WALDRON TO MAYOR'S BREAKFAST | \$ 180.00 |
| BUSINESS DEVELOPMENT BOARD- 4 TICKETS FOR COMMISSIONERS CIKLIN & ENRIGHT TO ATTEND WINTER RECEPTION | \$ 300.00 |
| PALM BEACH NORTH CHAMBER OF COMMERCE- 1 TICKET FOR COMMISSIONER WALDRON TO ATTEND STATE OF THE COUNTY | \$ 30.00 |
| ECONOMIC FORUM OF PBC- 2 TICKETS FOR COMMISSIONER WALDRON TO ATTEND LUNCHEON | \$ 110.00 |
| URBAN LEAGUE OF PBC- TICKET FOR COMMISSIONER RICHARDS TO ATTEND ANNUAL EMPOWERMENT LUNCHEON | \$ 85.00 |
| LA BAMBA- LUNCH MEETING WITH SHERRY TEETERS & GABRIEL PROVOSTE ABOUT TEETERS' CONTRACT RENEWAL- MANUEL ALMIRA | \$ 49.20 |
| EXPEDIA- REFUND FOR CANCELLED RENTAL CAR SCHEDULED FOR FL PORTS COUNCIL MEETING 01/31-02/01/2018- MANUEL ALMIRA | \$ (85.56) |

Ⓞ CHECK # 6163- 02/16/18 **\$ 1,268.27**

OPERATIONS AND MAINTENANCE FUND:

| | |
|---|-------------|
| SIMPLISAFE.COM- MONSHTLY SUBSCRIPTION FOR SECURITY SYSTEM ON PEANUT ISLAND | \$ 24.99 |
| SIMPLISAFE.COM- MONSHTLY SUBSCRIPTION FOR SECURITY SYSTEM ON PEANUT ISLAND | \$ 24.99 |
| MORPHOTRUST- REPLACEMENT OF COMMISSIONER MARTHUR'S TWIC CARD | \$ 60.00 |
| MORPHOTRUST- TWIC BADGE FOR RENOLDO RIETTIE | \$ 125.25 |
| MORPHOTRUST- TWIC BADGE FOR RALSTON SWASEY | \$ 125.25 |
| AMAZON.COM- PURCHASE OF (5) VACUUMS FOR NEW CARPETTING IN MOC BUILDING | \$ 1,028.49 |
| MORPHOTRUST- TWIC BADGE FOR ADRIAN BRYCE | \$ 125.25 |
| APPLE.COM- APPLE CARE+ FOR COMMISSIONER ENRIGHT'S REPLACEMENT IPAD | \$ 105.93 |
| APPLE.COM- APPLE CARE+ FOR RICHARD LAIRD'S REPLACEMENT IPAD | \$ 105.93 |
| COPELIA.COM- ACCOUNT POLICY & PROCEDURES TEMPLATES | \$ 195.00 |
| WAYFAIR- REPLACEMENT OFFICE CHAIR FOR MANUEL ALMIRA | \$ 326.99 |
| WAYFAIR- REPLACEMENT OFFICE CHAIR FOR PAUL ZIELINSKI | \$ 326.99 |
| WALMART- PICTURE FRAMES FOR MOC 4TH FLOOR SECURITY OFFICE | \$ 65.90 |
| AMAZON.COM- TIMER FOR DEPUTY CLERK TO USE DURING BOARD MEETINGS | \$ 9.58 |
| CVS PHARMACY- GIFT CARD FOR KEN HERN'S 15 YEAR EMPLOYEE SERVICE AWARD | \$ 54.95 |
| FLORIDA RECORDS MANAGEMENT ASSOC.- 2018 MEMBERSHIP DUES FOR VENICE HOWARD | \$ 135.00 |
| TARGET- (2) METAL SHELVES FOR STORAGE CLOSET | \$ 209.70 |
| HOMEGOODS- DECORATIONS FOR MOC 6TH FLOOR LOBBY/RECEPTION AREA | \$ 99.48 |
| WALMART- CONDIMENTS FOR MOC 6TH FLOOR BREAK ROOM & BEVERAGES FOR PORT MEETINGS | \$ 14.47 |
| TARGET- BEVERAGES FOR PORT MEETINGS | \$ 12.84 |
| AMAZON.COM- TRUVIA SWEETENER FOR MOC 6TH FLOOR BREAK ROOM | \$ 13.98 |
| AMAZON.COM- CANDY FOR RECEPTION DESK ON MOC 6TH FLOOR | \$ 43.08 |
| WALGREENS- CANDY FOR RECEPTION DESK ON MOC 6TH FLOOR | \$ 8.32 |
| AMAZON.COM- DISPOSABLE VACUUM BAGS FOR NEWLY PURCHASED VACUUMS | \$ 45.56 |
| AMAZON.COM- AIR TABS FOR NEWLY PURCHASED VACUUMS | \$ 81.14 |
| TARGET- DISPENSING COFFEE URN TO BE USED FOR PORT MEETINGS | \$ 42.79 |
| HOBBY LOBBY- SUPPLIES FOR FLORAL ARRANGEMENT AT MOC 6TH FLOOR RECEPTION DESK | \$ 43.80 |
| AMAZON.COM- PORTABLE OFFICE HEATER FOR OFFICE USE | \$ 59.95 |
| AMAZON.COM- PORTABLE OFFICE HEATER FOR OFFICE USE | \$ 52.54 |
| WALMART- CANDY PURCHASED FOR EXECUTIVE OFFICE | \$ 29.40 |
| WALMART- STAMPS FOR ACCOUNTS PAYABLE TO USE IN CASE OF POSTAGE MACHINE BEING OUT OF SERVICE | \$ 10.00 |

Ⓞ CHECK # 20863- 02/16/18 **\$ 3,607.54**

Ⓞ THE ABOVE CHARGES WERE THROUGH THE MONTHLY STATEMENT ENDING ON 01/28/18.

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-4**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO March 1, 2018

SUBJECT: Accountant's Review Report for January 2018

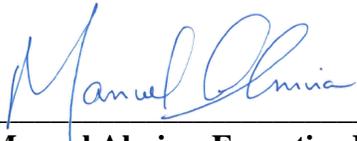
BACKGROUND: The firm of Divine, Blalock, Martin & Sellari, LLC has performed their monthly accounting services for the Port of Palm Beach District and has issued their review reports for January 2018.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Accountant's Review Report for January 2018 issued by the firm of Divine, Blalock, Martin & Sellari, LLC to the Port of Palm Beach District.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

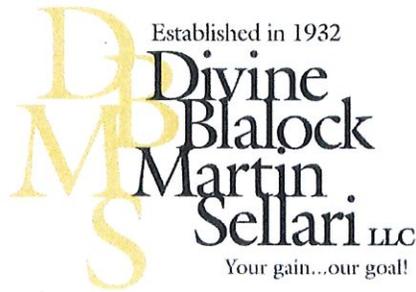
Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

GARY B. SELLARI, CPA/PFS, MSM
J. RONALD ANDERSON, CPA/ABV, CVA
SCOTT A. STEIN, CPA**

BRADLEY M. ANDERSON, CPA*
VICTORIA BOLSKAR, CPA***, LTD
MARY L. CONTESSA, CPA*, PA
STEVE A. GOINDOO, CPA**/PFS, MTAX, CFP®
TOM KEYS, CPA*, CGMA
CHRISTINE M. MCKENNA, CPA*
SUZI J. RAPP, CPA*, MAC
JAMIE M. RUSSO, CPA*
B. CHARLES SELLARI, CPA*, MTAX
APRIL M. SINNOTT, CPA*
ARTHUR J. SINNOTT, CPA**

JACQUELINE CARTIER, EA
ANTHONY J. SELLARI, EA

MARTY A. TAYLOR, CNE, MCSE, MCP+I, A+



Certified Public Accountants and Consultants

580 Village Boulevard, Suite 110
West Palm Beach, FL 33409
Phone: (561) 686-1110 Fax: (561) 686-1330
Toll Free: 1-888-686-1115
info@dbmscpa.com

MEMBERS
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

WILBUR F. DIVINE, III, CPA (1896-1964)
WILBUR F. DIVINE, IV, CPA (1925-1989)
JAMES A. BLALOCK, CPA (1914-1996)
G. MICHAEL MARTIN, CPA (1945-2014)

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND
THE STATE OF TN

***REGULATED BY THE STATE OF FL
AND THE STATE OF NY

****REGULATED BY THE STATE OF WI

February 13, 2018

Board of Commissioners
Port of Palm Beach District
1 East 11th Street, Suite 600
Riviera Beach, FL 33404

Dear Port Commissioners:

In accordance with our contract for accounting and auditing of the Port of Palm Beach District, we have reviewed the following for the month of January 2018:

1. Reviewed the monthly bank statement activity.
2. Examined reconciliations of each Port of Palm Beach bank account.
3. Examined all travel vouchers.
4. Examined all cash disbursement vouchers.

We have found no material errors or omissions.

Sincerely,

Michael Daoud
Account Manager

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-5**

PREPARED BY: Paul Zielinski Chief Financial Officer March 2, 2018

SUBJECT: CONTRACT RENEWALS

The following contracts are being presented for consideration of extension:

NO RENEWALS

BACKGROUND:

N/A

ADDITIONAL INFORMATION ATTACHED: No X Yes

FINANCIAL IMPACT: N/A

RECOMMENDATION: N/A

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-6**

PREPARED BY: Paul Zielinski Chief Financial Officer March 2, 2018

SUBJECT: Contract Report

BACKGROUND: Attached is a copy of the Port of Palm Beach Contract Report for review and discussion.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: None. Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

| VENDOR NAME | LOCATION/DEPT | DESCRIPTION | RESPON. DEPT./PARTY | ORIGINAL CONTRACT DATE | CURRENT END DATE | CONTRACT TERM (YRS) | HISTORY SUMMARY | COMMENTS/CANCELLATION TERM |
|--------------------------------------|--|--|----------------------|------------------------|------------------|---------------------|---|---|
| <u>Pending Items</u> | | | | | | | | |
| Nozzle Nolen, Inc. | Various Locations: MOC/CT, MOB, POC & S. Gate | Pest Control | Maintenance/Ken Hern | 05/02/07 | 3/10/2018 | 1 | 2016: Consolidated Agreement: \$433 p/month.(\$50.00 savings p/m). 1 yr. ext. 2017 - no increase. | Termination if customer fails to correct any conducive condition identified with 60 days. Requesting proposals. |
| Nozzle Nolen, Inc. | Southgate Warehouse | Asian Sub-Termites | Maintenance/Ken Hern | 1/20/2008 | 4/18/2018 | 1 | Initial treatment: \$4,275.00. First yr. free with the renewal rate \$1,012.00 in 2013. 2 inspections per yr. with 4 additional yrs. 2014 - \$1,012.00 per year w/no increase. 2015 - \$1,012.00 per year w/no increase . 2016 - \$1,012.00 per year w/no increase | Termination if customer fails to correct any conducive condition identified with 60 days. Requesting proposals. |
| Nozzle Nolen, Inc. | CT | Subterranean Termites | Maintenance/Ken Hern | 4/20/2015 | 4/19/2018 | 1 | Initial treatment \$5,518.00 and \$725.00 p/month. 2016: \$725.00 p/ month - No increase. | Termination if customer fails to correct any conducive condition identified with 60 days. Requesting proposals. |
| Nozzle Nolen, Inc. | MOC | Subterranean Termites | Maintenance/Ken Hern | 4/7/2009 | 4/6/2018 | 1 | Initial treatment \$1,925.00 and \$285.00 p/month. 2016: \$305.00 p/ month - No increase from 2015 | Termination if customer fails to correct any conducive condition identified with 60 days. Requesting proposals. |
| Nozzle Nolen | MOC/CT | Termite Agreement/Drywood | Maintenance/Ken Hern | 05/07/09 | 4/30/2018 | 1 | Initial treatment: \$800.00. Cost is \$175.00 per year. 2012 extended contract w/o increase. 2013 \$175.00 w/no increase. 2014 - \$175.00 per year w/no increase. 2015 - \$175.00 per year w/no increase. 2016 - \$175.00 per year w/no increase. | Termination if customer fails to correct any conducive condition identified with 60 days. Requesting proposals. |
| PowerSecure Service, Inc. | MOC/Southgate | Quarterly Generator Inspections | Maintenance/Ken Hern | 12/01/13 | 5/2/2018 | 1 | 1 yr. renewals thereafter till present. Cost is currently \$5,380.00 per year for four quarterly inspections. Inspection includes the MOC and South Gate Generators. 12/12 w/o increase. Hourly rate decreased to \$70.00 hr. 2013 - 2014 no increase. 2014 - 2015 2% increase for hourly rate to \$85.00. 2015-2016, no increase. New agree./May 2017 - rate increase to \$95.00 hr. | Either party may terminate this agreement upon a 30 day written notice. Requesting proposals. |
| Image Janitorial Services, Inc. | MOC | Floor Maintenance | Maintenance/Ken Hern | 05/21/12 | 5/20/2018 | 3 | For weekend janitorial service with the cost of \$39,401.50 per year. \$29.00 per hour. On 12/4/13 letter was executed and contract was resolved to floor maintenance service portion of the contract only. 2015: 3 year floor maintenance agreement approved with no increase for 3 years - \$11,260/yr. | Cancellation at any time with written notice. To issue notice of cancellation prior to expiration and continue on an as-needed basis. |
| Diligent Board Member Services, Inc. | MOC | Digital Board books | Beatrice Greffin | 05/27/14 | 5/26/2018 | 1 | For the storage of electronic board books in the amount of \$9,270.00 with one time installation fee of \$1,773.00. 2015, 2016: 1yr renewal with no increase. | 30 days written notice. To issue notice of cancellation in April. |
| Nozzle Nolen, Inc. | POC/Maintenance | Subterranean Termites | Maintenance/Ken Hern | 05/28/13 | 5/27/2018 | 1 | Subterranean Termites Control at the maintenance building (POC #13): Initial treatment \$2,610.00 with \$395.00 per year for service. 2014 - \$395.00 per year w/no increase. 2015 - \$395.00 per year w/no increase. 2016 - \$395.00 per year w/no increase. | Termination if customer fails to correct any conducive condition identified with 60 days. Requesting proposals. |
| SimplexGrinnell | Southgate Warehouse | Fire Alarm Detection, Pump, Sprinkler, Monitoring Test & Inspect | Maintenance/Ken Hern | 06/01/08 | 5/31/2018 | 3 | Cost is \$4,392.21 per year. 3 yr. ext. 2014 - 2017 w/no increase. 2017- 1 yr. ext. with 6% increase (\$20,305) | 30 day written notice. Pending renewal cost. |

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

| VENDOR NAME | LOCATION/DEPT | DESCRIPTION | RESPON. DEPT./PARTY | ORIGINAL CONTRACT DATE | CURRENT END DATE | CONTRACT TERM (YRS) | HISTORY SUMMARY | COMMENTS/CANCELLATION TERM |
|---|--|---|-------------------------------|------------------------|------------------|---------------------|--|--|
| SimplexGrinnell | MOC/CT, MOB, Tropical - #7, Eastern Frt., POC | Fire Alarm Detection Systems Test & Inspect | Maintenance/Ken Hern | 06/01/11 | 5/31/2018 | 3 | One year renewals through 05, new 3 yr. contract 5/05, 3% incr. 3 yr. ext. 2011 - 2014 - Cost is currently \$17,590.00 per year. 3 yr. ext. 2014 - 2017 w/an increase to the MOC/CT because of additional services. 2017 - 1 yr. ext. with 6% increase (\$20,305) | 30 day written notice. Pending renewal cost. |
| SimplexGrinnell | MOC/CT, MOB, Merchants, Tropical - #7, Eastern Frt., POC | Fire Alarm Monitoring | Maintenance/Ken Hern | 06/01/11 | 5/31/2018 | 3 | 1 yr., one year renewals through 05, new 3 yr. contract 5/05, 3% incr. 3 yr. ext. 2011 - 2014 - Cost is currently \$17,590.00 per year. 3 yr. ext. at the MOC/CT/MOB, Merchants, Tropical, #7 Eastern Freight & POC 2014 - 2017 w/an increase to the MOC/CT because of additional services. . 2017 - 1 yr. ext. with 6% increase (\$20,305) | 30 day written notice. Pending renewal cost. |
| SimplexGrinnell | MOC/CT, MOB, Tropical - #8, Eastern Frt., POC | Monitoring Panel | Maintenance/Ken Hern | 06/01/11 | 5/31/2018 | 3 | 1 yr., one year renewals through 05, new 3 yr. contract 5/05, 3% incr. 3 yr. ext. 2011 - 2014 - Cost is currently \$17,590.00 per year. 3 yr. ext. 2014 - 2017 w/an increase to the MOC/CT because of additional services. 2017 - 1 yr. ext. with 6% increase (\$20,305) | 30 day written notice. Pending renewal cost. |
| SimplexGrinnell | MOC/CT, MOB, Merchants | Fire Pump Test & Inspect | Maintenance/Ken Hern | 06/01/11 | 5/31/2018 | 3 | One year renewals through 05, new 3 yr. contract 5/05, 3% incr. 3 yr. ext. 2011 - 2014 - Cost is currently \$17,590.00 per year. 3 yr. ext.2014 - 2017 w/an increase to the MOC/CT because of additional services. 2017 - 1 yr. ext. with 6% increase (\$20,305) | 30 day written notice. Pending renewal cost. |
| SimplexGrinnell | MOC/CT, MOB, Eastern Frt., POC | Fire Sprinkler System Test and Inspect | Maintenance/Ken Hern | 06/01/11 | 5/31/2018 | 3 | One year renewals through 05, new 3 yr. contract 05, 3% incr. 3 yr. ext. 2011 - 2014- Cost is currently \$17,590.00 per year. 3 yr. ext. 2014 - 2017 w/an increase to the MOC/CT because of additional services. 2017 - 1 yr. ext. with 6% increase (\$20,305) | 30 day written notice. Pending renewal cost. |
| Hilltop Securities (Formerly First Southwest Company (FSC)) | MOC | Prep./submission of disclosure reports | Finance/Paul Zielinski | 08/04/05 | 6/14/2018 | 1 | 2 yr. renewal through 09. 2011: 5-yr Contract. Cost is currently \$1,500.00 per year. 2016: No increase, 2017 no increase. | 30 days written notice. |
| Florida Court Reporting (FCR) | MOC | Court Reporting Services | Records/Beatrice Greffin | 06/16/15 | 6/15/2018 | 1 | Cost is currently \$8,220.00 per year. 2016: No increase, 2017 no increase. | 30 days written notice. |
| Iron Mountain | Off-site Location | Records Storage & Retention | Records/Beatrice Greffin | 07/01/02 | 7/1/2018 | 1 | 1 yr. renewals through 11 - Cost is around \$2,400.00 per year, plus fuel surcharges. 6/12 storage increase of 6.3%. .40¢ per cubic ft. to .42¢ per cubic ft. per month. 2014 renew w/o increase. 2016: .471¢ per cubic ft. and \$25.65/month Administrative Fee(Summary Billing) 2017 - 1 yr. ext. - see fee schedule for list of fees. | Either party may terminate this agreement upon written notice. |
| Gary, Dytrych, & Ryan | Legal Services | Legal Services | Executive Office/Manny Almira | 09/10/98 | 7/31/2018 | 1 | Automatic 1 yr. renewals through 06, 2-yr. renewal 06-08, with increase in rate from \$160 - \$200 p.h. 1-yr. renewals 09-17 same terms and conditions. Cost is currently \$200 per hour. | 30 days written notice. |
| Nozzle Nolen, Inc. | Bldg. 12 (Old EFF) | Dry wood Termite | Maintenance/Ken Hern | 08/06/15 | 8/5/2018 | 1 | Original cost -Initial treatment \$1,170.00. Renewal option for \$225.00 @ yr. (Rates may vary after the first year) 2016: \$225.00/ Yr. (Continuous protection) | 30 days written notice by either party. |

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

| VENDOR NAME | LOCATION/DEPT | DESCRIPTION | RESPON. DEPT./PARTY | ORIGINAL CONTRACT DATE | CURRENT END DATE | CONTRACT TERM (YRS) | HISTORY SUMMARY | COMMENTS/CANCELLATION TERM |
|------------------------------|---|---|----------------------------------|------------------------|------------------|---------------------|--|---|
| ThyssenKrupp Elevator | M.O.B. | Elevator Maintenance Agreement | Maintenance/Ken Hern | 08/25/12 | 8/25/2018 | 5 | Cost is \$6,058.52 per yr. Cost form 8/25/12 - 12/31/13 will be \$686.04 per month. (2016) Quarterly cost \$2,322.06 = \$774.02 p/month, no increase for 2017. | 90 days written notice. |
| Ricoh | M.O.C. | 6th Fl. Fax Maintenance Agreement - 4420NF - 11549811-behind receptionist | Finance/Paul Zielinski | 09/01/10 | 9/1/2018 | 1 | Cost is \$250.00 annually. No increases through 2016. | 30 day written notice. |
| Gehring Insurance | 3801 PGA Blvd. Suite 807 Palm Beach Gardens, FL 33410 | Broker for medical, dental, vision, life, short-term disability policies. | Finance/Paul Zielinski | 03/01/02 | 9/1/2018 | N/A | Indefinitely appointed as Broker of Record, 2002. Board can recommend issuance of RFQ at any time. | Board may request to issue RFQ at any time. |
| AT&T | Port Wide | Local, long distance and internet | MIS/Richard Laird | 03/17/08 | 9/15/2018 | 2 | Local/long distance/internet combined agreement \$3,406.40 per month. | Either party may terminate upon 60 days written notice. |
| Meltwater News US Inc. | 225 Bush St., #1000 San Francisco, CA 94104 | Media and Analytics Monitoring Service | Bus. Development/Jarra Kaczwarra | 10/01/17 | 9/30/2018 | 1 | Cost is \$7,500.00 annually. | Auto renewal, unless cancelled with 60 days written notice. |
| idSoftware | Southgate Warehouse | Hardware & Software Support and Maintenance - TWIC fingerprint scanners. | Security/Ken Hern | 03/01/14 | 9/30/2018 | 1 | One year renewals thereafter. Current cost \$18,024.00 per year. | 60 days written notice. |
| Guardian | P.O. Box 677458 Dallas, TX 75267 | Provides Port-life ins, short term, long term | Finance/Paul Zielinski | 10/01/16 | 9/30/2018 | 1 | | |
| Humana/Comp Benefits | P.O. Box 769209 Roswell, GA 30076 | Provides Port-paid and employee-paid vision insurance | Finance/Paul Zielinski | 10/01/16 | 9/30/2018 | 1 | | |
| United Healthcare | DC1-3 Corporate 4800 Deerwood Campus Parkway Jacksonville, FL 32246 | Provides Port/employee paid health insurance. | Finance/Paul Zielinski | 10/01/16 | 9/30/2018 | 1 | | |
| Metlife | | Port/employee paid dental insurance | Finance/Paul Zielinski | 10/01/16 | 9/30/2018 | 1 | | |
| Aspen American Insurance Co. | 175 Capital Blvd. #300 Rock Hill, CT | Marine Liability, P&I/Hull Marine and Umbrella \$5 Million . | Finance/Paul Zielinski | 10/01/16 | 9/30/2018 | 1 | | |
| Everbridge, Inc. | Port Wide | Mass Notification/Communications Platform | Ken Hern/Aidy Alonzo | 10/27/17 | 10/26/2018 | 1 | Cost for 12 month subscription is \$18,860.00 | At any time, after executed quote has terminated. |
| Nozzle Nolen, Inc. | Chiller Plant | Subterranean Termites | Maintenance/Ken Hern | 11/16/12 | 11/16/2018 | 1 | Initial treatment: \$880.00. Cost currently \$150.00. 11/2013 - 11/2014 with no increase. 11/2/14 - 11/2/15 w/o increase. Nov. 2015 -Oct. 2016 \$157.50. 2016 \$160.00. 2017 no increase. | Termination if customer fails to correct any conducive condition identified with 60 days. |
| Social Navigator, Inc. | Port Wide | Open source intelligence platform/Liferaft | Ken Hern/Aidy Alonzo | 11/27/17 | 11/26/2018 | 1 | Cost for 12 month subscription is \$19,500.00 | At any time, after executed quote has terminated. |
| Nestle Waters | MOC, POC | Bottled Water Service | Maintenance/Ken Hern | 12/13/05 | 12/12/2018 | 1 | 1 yr. contract renewals thru 2012 - Cost is currently \$4.99 per bottle delivered plus \$4.99 rental per unit or approx. \$3,000.00 per year. 12/12 w/o increase. 12/13 1 yr. renewal w/no increase. 2014, 2015, 2016 no increase. 2017 increase in btd. Water from \$4.99 to \$5.49. Current cost \$3,300 per year. | Port shall give Lessor a minimum of 30 days written notice to terminate. |

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

| VENDOR NAME | LOCATION/DEPT | DESCRIPTION | RESPON. DEPT./PARTY | ORIGINAL CONTRACT DATE | CURRENT END DATE | CONTRACT TERM (YRS) | HISTORY SUMMARY | COMMENTS/CANCELLATION TERM |
|-------------------------------|--|--|----------------------------------|------------------------|------------------|---------------------|--|---|
| Southern Motive Power LLC | Locomotive 92 Day Service and emergency repairs | Locomotive and inspection service. Keeps up with FRA compliance. | Maintenance/Ken Hern | 08/20/11 | 12/21/2018 | 1 | Orig. cost \$1,430.00. 7/12 (1) yr. cost are \$1,997.02 due to larger locomotive which requires more filters. 8/13 price increase of \$158.26 per every 92 days due to load meter and brake service. 2014/2015/2016/2017 \$2,155.28 per yr. with no increases per inspection (Every 3 months) Mechanic \$80.00 p/hr., Mechanic Helper \$30.00 p/hrs. | Cancellation at any time with written notice. |
| Southwest Engineers | MOC | Chiller Water Treatment Services | Maintenance/Ken Hern | 01/01/07 | 12/31/2018 | 1 | 1 year renewal through 12/10. Cost is currently \$3,252.00 per year. 12/12 renewal w/o increase. 12/13 1 yr. renewal w/a 4% increase. Cost is \$3,382.08 per yr. 12/14 renewal w/a 4% increase. Cost per year \$3,517.32. This is a \$135.24 increase per yr. 2015: Annual cost \$3,660.00. This is a \$142.68 increase over the last year, 5% incr. 2016, annual cost is \$3880.00. No increase 2017. | Agreement can be terminated by either party by giving 30 days advance written notice. |
| Dunbar Armored, Inc. | MOC Office | Armored Car Service | Finance/Paul Zielinski | 02/02/15 | 3/1/2019 | 1 | Monthly rate of \$190.00, plus fuel charge/overage charges. 2016: 4.2% increase. \$215.41/month. 2016: Endorsement: \$230.00 p/m. 2017 - changed to 2 days/wk. new rate \$205 per mo. 2018 - \$226.15 per month | Written notice of termination is 90 days prior to any anniversary date. |
| AT&T | Port Wide | Local, long distance and internet | MIS/Richard Laird | 03/17/08 | 4/17/2019 | | Local/long distance/internet combined agreement \$3,406.40 per month. | Either party may terminate upon 60 days written notice. |
| idSoftware | Security | Vischeck Visitor Management System for visitors and employees. | Security/Ken Hern | 05/01/16 | 4/30/2019 | 1 | \$4,188.00 per year. Covered under 2016 PSGP. | Cancellable at any time, with written notification of effective termination date. |
| Civic Plus | Web Site | Redesign service agreement plus notification system (integrates SMS, email and social media) | Bus. Development/Jarra Kaczwarra | 05/01/13 | 4/30/2019 | 1 | 1 year maintenance agreement and full site redesign. After 48 months the port receives a free site redesign. 2015 will renew with a 5% increase. Total will be \$4,775.40/2016: \$5,013.67/2017, \$5,264.35/2018, plus communication platform (\$1,990) and SSL certificate (\$100) annually. | 60 day written notice. |
| Greyson Technologies | Server Room | Network Consulting Services | MIS/Richard Laird | 05/15/17 | 5/14/2020 | 3 | Rate \$175.00 per hour. | Cancellation at any time with written notice specifying effective termination date. |
| Netphone Communications | Port Wide | Low Voltage Computer Cabling and Fiber Optic Cabling Installation/Replacement Services | MIS/Richard Laird | 06/14/17 | 6/13/2020 | 3 | Rate: \$45.00 | Cancellable at any time with written notice specifying effective termination date. |
| The Mariner Group, LLC | 1301 Gervais Street, Suite 502, Columbia, SC 29201 | Command Bridge cloud based software (remote access) which consolidates all the various security hardware and software. | Security/Ken Hern | 07/31/15 | 07/30/20 | 5 Yrs. | May extend term by mutual agreement or extend the period of a particular task order. Pricing for individual task order will be issued will be established in each task order. | 30 days written notice |
| IKON Office Solutions (Ricoh) | MOC, POC, Security | Port wide copier agreement - 4th floor - 1035, 2nd floor - 2018, POC - 3500. | Finance/Paul Zielinski | 09/01/15 | 8/31/2020 | 5 | Cost is \$234.00 per month, for all machines. 8/12 monthly increase to \$269.10 which is a \$35.10 month increase. 8/13 current monthly cost is \$269.10 with an increase of \$20.19 with the total cost of \$289.29. 8/14 current cost is \$289.29 for 3 copiers with an increase of \$43.40 totaling \$332.69 per month. 2015 (Sept): Renewal cost \$1808.28 which is a \$164.40 increase over last year. 2015 (Nov) Entered into a 5yr agreement replacing old machines and old contract. | 30 day written notice |

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

| VENDOR NAME | LOCATION/DEPT | DESCRIPTION | RESPON. DEPT./PARTY | ORIGINAL CONTRACT DATE | CURRENT END DATE | CONTRACT TERM (YRS) | HISTORY SUMMARY | COMMENTS/CANCELLATION TERM |
|--|------------------------|--|----------------------------------|------------------------|------------------|---------------------|---|---|
| Palm Beach County | Security | Interlocal Agreement - Direct Access to County's Public Safety Trunked Radio System (formerly 800 MHZ Public Safety Radio System). R-2005-1338 R-2009-1086 - R-2013-1017 | Security/Ken Hern | 07/12/05 | 7/11/2021 | 4 | 4 yr. renewals in 2009 and 2013. Renewal & repl. fee \$211.42/per unit and system maintenance is \$226/per unit. The Port owns 45 portable radios. Annual cost is \$19,683.90/annually 2017 - 2021. | Agreement can be terminated by either party with or w/o cause. Shall be effective only on Oct 1st of any yr. with a 6 mo. notice. At least 8mo. prior to expiration, port shall provide the County a request to renew. |
| Earth Systems, Inc. | Engineering | Environmental Services | Engineering/Jose Soler | 02/27/17 | 02/26/22 | 5 | Project Engineer \$94.00 per hour (see contract file for other personnel rates) | 90 calendar days written notice |
| Bowman Consulting Group, LTD | Port Wide | Professional surveying & mapping | Engineering/Jose Soler | 03/01/17 | 2/28/2022 | 5 | Project manager \$150.00 per hour (see contract file for other personnel rates) | At any time with written notice specifying effective termination date. |
| Ricoh | MOC | Lease/service agreements - MPC4503 -6th Floor color copier/behind recept. and MP7502 - 6th floor copier/copy room. | Finance/ Paul Zielinski | 09/01/11 | 9/1/2022 | 5 | Bid out in 2014. MPC4503 - \$175.71 per mo. & MPC7502 - \$178.05 per mo. New 5 yr. lease agreements/2017 - Color \$227.13 p.m., B&W \$175.71 p.m. | 30 days written notice. |
| O'Hara Landscape & Maintenance | MOC | Landscape Services | Maintenance/Ken Hern | 09/21/15 | 9/30/2017 | Monthly | Cost is \$9,000 annually. 2016/ 1-yr renewal, no incr. | 60 days written notice, or 30 days - for non-performance. Issuing RFP. Month-to-month until RFP complete. |
| G&K Services | Maintenance | Uniform Services | Maintenance/Ken Hern | 08/23/13 | 10/23/2017 | Monthly | One yr. contract extensions 14 - 16. Current cost \$5,247.84 per yr. | Vendor has 60 days to correct non-performance issues. If not, 15 days written notice of cancellation shall be provided. 90 days written notice is required, for non-renewal of contract. Issuing RFP. Month-to-month until RFP complete. |
| G&K Services | Port Wide | Cleaning supplies (shop rags/mop heads) | Maintenance/Ken Hern | 02/27/17 | 2/27/2018 | Monthly | Annual cost is \$458.40 | Cancellable at any time, with written notification of effective termination date. After initial year, agreement will renew for 3 yrs., unless written notify. 90 days prior. This service is included in the RFP for Uniform Services. |
| Southern National Track Services, Inc. | Railroad Track Repairs | Track Repairs | Maintenance/Ken Hern | 10/24/13 | 10/23/2017 | Monthly | 10/14 upcoming renewal will increase 5% which will increase the amount to \$131,723.00 annually. 2015: 5% increase. \$138,309.15. 5% incr. 2016 - \$145,215 p/y | Can be terminated by either party for convenience. Issuing RFP. Month-to-month until RFP complete. |
| Wells Fargo (formerly Wachovia) | MOC | Banking Services | Finance/Paul Zielinski | 02/01/06 | 4/30/2018 | Monthly | Fees may vary. The Port exercised its one year renewal option No additional cost to the Port. 2 year extension in 2010, through 2013. 6 mo. ext. through 4/30/18. | Can be terminated with 90 days' written notice by either party. |
| Morpho Trust | TWIC Office | TWIC Enrollment Services | Security/Ken Hern | 11/21/11 | Until Terminated | Monthly | Port paid: \$7 per enrollment, \$5 per activation (2011) \$5 per applicant/HazPrint (2013) | Either party may terminate at any time, with 90 days written notice. |
| CH2M HILL | Engineering | Consulting Engineers | Engineering/Jose Soler | 03/11/08 | Until Terminated | N/A | New contract 08. | 90 days written notice |
| Palm Beach Post | M.O.C. | Advertising Contract | Bus. Development/Jarra Kaczwarra | 01/13/98 | Until Terminated | N/A | N/A | 30 days written notice |
| Sheriff of P.B.C. | Port Services | NICB Processing | Security/Ken Hern | 06/17/99 | No Exp. Date | N/A | Original contract 6/99. | 30 days written notice |
| Spectrum Municipal Services | M.O.C. | Financial Advisor | Finance/Paul Zielinski | 04/20/00 | Until Terminated | N/A | N/A | 60 days written notice |
| Waste Management | 300 Middle Road | Dumpster Service | Maintenance/Ken Hern | 01/11/05 | Until Terminated | N/A | N/A | Franchise agreement with City of Riviera Bch |
| Waste Management | Cruise Terminal | Dumpster Service | Maintenance/Ken Hern | 01/11/05 | Until Terminated | N/A | N/A | Franchise agreement with City of Riviera Bch |
| Waste Management | M.O.B. | Dumpster Service | Maintenance/Ken Hern | 01/11/05 | Until Terminated | N/A | N/A | Franchise agreement with City of Riviera Bch |

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

| VENDOR NAME | LOCATION/DEPT | DESCRIPTION | RESPON. DEPT./PARTY | ORIGINAL CONTRACT DATE | CURRENT END DATE | CONTRACT TERM (YRS) | HISTORY SUMMARY | COMMENTS/CANCELLATION TERM |
|------------------------------------|---|---|--------------------------------------|------------------------|------------------|---------------------|---|--|
| Waste Management | M.O.C. | Dumpster Service | Maintenance/Ken Hern | 02/12/02 | Until Terminated | | N/A | Franchise agreement with City of Riviera Bch |
| Waste Management | Southgate Warehouse | Dumpster Service | Maintenance/Ken Hern | 02/18/09 | Until Terminated | | N/A | Franchise agreement with City of Riviera Bch |
| Waste Management | MOC | Recycling Dumpster and Bin | Maintenance/Ken Hern | 01/17/18 | Until Terminated | | N/A | Franchise agreement with City of Riviera Bch |
| AFLAC | 1932 Wynnton Road Columbus, GA 31999 | Provides voluntary, employee-paid, policies to Port staff | Beatrice Greffin/ Human Resources | ??? | 4/1/2001 | Open | Optional insurance for employees: cancer, hospitalization, etc. | N/A |
| AIG Valic Financial Advisors, Inc. | 2929 Allen Parkway Houston, TX 77019 | Provides voluntary, employee-paid, deferred compensation services | Beatrice Greffin/ Human Resources | 05/01/06 | 1/1/1980 | Open | 457 plan deferred optional retirement plan | N/A |
| AXA Equitable | 1290 Avenue of the Americas New York, NY 10104 | Provides voluntary, employee-paid, deferred compensation services | Beatrice Greffin/ Human Resources | ??? | 1/1/1980 | Open | 457 plan deferred optional retirement plan | N/A |
| Coach Comp America | 400 N Congress Avenue, # 110 West Palm Beach, FL 33401 | Provides screenings for on-the-job injuries (Workers' Compensation) | Beatrice Greffin/ Human Resources | 05/01/06 | 5/1/2006 | Open | Used for workers comp injury claims | N/A |
| Mobile Drug Testing | 9910 Alt A1A, Suite 702- PMB107 Palm Beach Gardens, 33410 | Provides pre-employment and post-accident drug screenings | Beatrice Greffin/ Human Resources | 05/01/06 | 5/1/2006 | Open | Drug free workplace provider | N/A |
| Manpower | 1905 Broadway Riviera Beach, FL 33404 | Temporary Employment Service | Beatrice Greffin/Human Resources | As-needed | As-needed | Open | Used for basic labor workers - bill rate \$15.39 | N/A |
| Express | 2540 Metrocentre Blvd. Ste. 3 WPB FL 33407 | Temporary Employment Service | Beatrice Greffin/Human Resources | As-needed | As-needed | Open | Used for janitorial workers - bill rate \$19.15 | N/A |

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-7**

March 2, 2018

PREPARED BY: Jarra Kaczwarra Sr. Director, Business Development/Communications
Venice Howard Deputy Clerk

SUBJECT: Business Development

BACKGROUND: The following items are presented for approval and/or ratification:

Mayor's Ball 2018
By Homeless Coalition Palm Beach County \$300.00 per tkt. (Four tickets) March 10, 2018

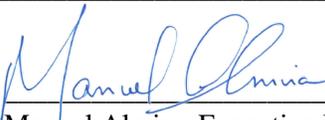
| Trade Events | | |
|--------------------------------------|------------------|------------------|
| Forum Club | Tickets & Events | March/April 2018 |
| Economic Council | Tickets & Events | March/April 2018 |
| Economic Forum | Tickets & Events | March/April 2018 |
| Business Development Board (BDB) | Tickets & Events | March/April 2018 |
| Convention & Visitors Bureau | Tickets & Events | March/April 2018 |
| Member Chambers of Commerce | Tickets & Events | March/April 2018 |
| Navy League | Tickets & Events | March/April 2018 |
| International Business Council | Tickets & Events | March/April 2018 |
| Women's Transportation Seminar (WTS) | Tickets & Events | March/April 2018 |

FINANCIAL IMPACT: These items are funded from the FY18 Operating Budgets.

ADDITIONAL INFORMATION ATTACHED: No Yes

RECOMMENDATION: The Board of Commissioners is respectfully requested to approve and/or ratify the above listed trade events and seminars and conferences.

Respectfully Submitted By:


Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____



561.355.4663



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A A A

MAYOR'S BALL 2018

Date: Sat, Mar 10, 2018, 6:00 PM to 11:00 PM

Category: Fundraiser

[Add this event to my calendar](#)



The Homeless Coalition is Honored to Present Mayor's Ball 2018

at the Palm Beach County Convention Center
650 Okeechobee Blvd.
West Palm Beach, FL 33401

All proceeds benefit our **Creating Housing Opportunities program** which helps move homeless families and individuals into permanent housing.

Complimentary Valet Parking Available

Please select the Number of RSVP's below.

If you're a guest, RSVP under Guest of Sponsor

RSVP for this Event

Number of RSVPs

| RSVP #1 | First Name | Last Name | Email | Phone | Company |
|---------|----------------------|----------------------|----------------------|----------------------|----------------------|
| | <input type="text"/> |

Price

- Ticket (\$300.00)
- Table of 10 (\$3000.00)
- Guest of Sponsor (\$0.00)

Billing Address

| | |
|----------------|----------------------|
| First Name | <input type="text"/> |
| Last Name | <input type="text"/> |
| Email Address | <input type="text"/> |
| Phone Number | <input type="text"/> |
| Company | <input type="text"/> |
| Address Line 1 | <input type="text"/> |
| Address Line 2 | <input type="text"/> |
| City | <input type="text"/> |

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-8**

PREPARED BY: Aidy Alonzo PR & Media Specialist March 7, 2018

SUBJECT: **Public Relations & Marketing**

Meltwater Reports for February 2018

- Media: 45 mentions | 21,444,214 potential reach
- Social: 307 mentions, including 245 Tweets

Social Media Metrics for February 2018

- Facebook: 2,299 Total Likes | 141 New Likes | 3,975 Engagement | 38,211 Weekly Reach
- Twitter: 20 Tweets | 27,400 Impressions | 1,100 Profile Visits | 1,686 Followers
- Instagram: 17 Posts | 763 Followers | 61 New Followers | 702 Engagement

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: n/a

RECOMMENDATION: For Information Only

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

Meltwater Coverage Summary

TOTAL REACH & AD VALUE

| POTENTIAL REACH | AD VALUE |
|-----------------|-----------|
| 21,444,214 | \$198,359 |

TOTAL NEWS ITEMS BY MEDIA TYPE

| | |
|--------------|------------|
| Online | 45 |
| Social | 307 |
| Total | 352 |

TOTAL NEWS BY MEDIA TYPE %

| | |
|--------------|-------------|
| Online | 12.78% |
| Social | 87.22% |
| Total | 100% |

TOP ONLINE HIGHLIGHTS

| Articles | Reach |
|---|------------|
| Miami Herald Feb 6 Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it. | 11,121,454 |
| Orlando Sentinel Feb 21 BOGO free cruises on Bahamas Paradise Cruise Line to celebrate new ship sailing out of Palm Beach | 6,731,012 |
| Sun Sentinel Feb 23 Free island getaways: Bahamas Paradise Cruise Line is offering free cruises to celebrate its new ship sailing out of the Port of Palm Beach in April. | 996,640 |
| Office of Federal Register Feb 21 Foreign-Trade Zone 135-Palm Beach, Florida; Application for Reorganization and Expansion Under Alternative Site Framework | 242,097 |

REACH & AD VALUE BREAKDOWN

| Month | Reach | Ad Value |
|----------------|--------------------|--------------------|
| October 2017 | 20,721,934 | \$191,678 |
| November 2017 | 106,047,434 | \$980,939 |
| December 2017 | 171,290,153 | \$1,584,434 |
| January 2018 | 171,520,468 | \$1,586,564 |
| February 2018 | 21,444,214 | \$198,359 |
| March 2018 | - | - |
| April 2018 | - | - |
| May 2018 | - | - |
| June 2018 | - | - |
| July 2018 | - | - |
| August 2018 | - | - |
| September 2018 | - | - |
| Total | 491,024,203 | \$4,541,974 |

MELTWATER REPORT - FEBRUARY 2018

| Date | Headline | URL | Publication | Country | Reach |
|-------------|---|---|------------------------------------|----------------|-----------|
| 2-Feb-2018 | Cover your bases: Visiting the Palm Beaches for Astros spring training | http://www.ladyclick.info/cover-your-bases | Lady Click | United States | 2,327 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.centredaily.com/news/nation-wor | Centre Daily Times | United States | 91,380 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.fresnobee.com/news/nation-wor | The Fresno Bee | United States | 249,723 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.ledger-enquirer.com/news/natio | Ledger-Enquirer | United States | 170,098 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.tri-cityherald.com/news/nation-w | Tri-City Herald | United States | 61,645 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.kansascity.com/news/nation-wor | The Kansas City Star | United States | 1,486,835 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.islandpacket.com/news/nation-w | The Island Packet | United States | 68,929 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.sunherald.com/news/nation-wor | Sun Herald | United States | 75,634 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.star-telegram.com/news/nation-w | Star-Telegram.com | United States | 550,432 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.heraldonline.com/news/nation-w | Herald Online | United States | 114,150 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.myrtlebeachonline.com/news/natio | MyrtleBeachOnline.com | United States | 52,129 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.thestate.com/news/nation-world | TheState.com | United States | 381,033 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.thenewtribune.com/news/natio | The News Tribune | United States | 270,563 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.macon.com/news/nation-world/ | Macon Telegraph | United States | 128,811 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.sacbee.com/news/nation-world/ | The Sacramento Bee | United States | 1,906,181 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.kansas.com/news/nation-world/ | The Wichita Eagle and Kansas.com | United States | 293,404 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.thenewsobserver.com/news/natio | The News & Observer | United States | 677,463 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | N/A | Miami Herald (Premium) | United States | 4,542,324 |
| 6-Feb-2018 | Travelers keep falling for 'free' cruise schemes. Here's how companies get away with it | http://www.traveloffer.in/travelers-keep-falli | Travel Offer | India | - |
| 8-Feb-2018 | Which best-selling author has written a new book about Palm Beach? | http://www.mypalmbeachpost.com/entertai | The Palm Beach Post | United States | 178,162 |
| 14-Feb-2018 | Virgin Voyages unveils Plantation HQ, pledges to create 300 jobs | http://www.sun-sentinel.com/business/fl-bz | Sun Sentinel | United States | 996,640 |
| 15-Feb-2018 | Cruise Industry Flourishing at Florida's Regional Ports | https://www.maritime-executive.com/article | The Maritime Executive | United States | 75,235 |
| 15-Feb-2018 | Cruise Industry Flourishing at Florida's Regional Ports | https://www.infomarine.net/maritime-news/ | Infomarine.net | Greece | 748 |
| 19-Feb-2018 | Bahamas Paradise Cruise Line Unveils Details of New Ship | https://www.cruisecritic.com.au/news/news | Cruise Critic | Australia | 74,777 |
| 20-Feb-2018 | Grand Classica brings new amenities to Freeport service | http://www.seatrade-cruise.com/news/new/ | Seatrade Cruise News | United Kingdom | 8,535 |
| 20-Feb-2018 | Bahamas Paradise Cruise Line to launch new ship | https://www.wptv.com/lifestyle/taste-and-se | WPTV NewsChannel 5 | United States | 152,932 |
| 20-Feb-2018 | Bahamas Paradise Cruise Line Showcases Upcoming Grand Classica | https://www.travelpulse.com/news/cruise/b | TravelPulse | United States | 62,108 |
| 20-Feb-2018 | Bahamas Paradise Cruise Line Unveils Details of New Ship | https://www.cruisecritic.com/news/news.cfi | Cruise Critic | United States | 1,070,761 |
| 20-Feb-2018 | Grand Classica slated to sail from Port of Palm Beach April 13 | http://www.mypalmbeachpost.com/news/gi | The Palm Beach Post | United States | 176,902 |
| 20-Feb-2018 | Grand Classica slated to sail from Port of Palm Beach April 13 | http://www.palmbeachpost.com/news/gran | Palm Beach Post | United States | 514,961 |
| 20-Feb-2018 | Bahamas Paradise Cruise Line Adding Second Cruise Ship to the Bahamas in April | http://www.popularcruising.com/bahamas-g | Popular Cruising | United States | 1,088 |
| 21-Feb-2018 | BPCL to introduce refurbished cruise ship at Port of Palm Beach | http://www.ship-technology.com/news/bpcl | Ship Technology | United Kingdom | 21,621 |
| 21-Feb-2018 | Bahamas Paradise's second ship entering service in April | http://www.travelweekly.com/Cruise-Travel | Travel Weekly | United States | 130,673 |
| 21-Feb-2018 | Grand Classica to Debut in April | http://www.cruisemapper.com/news/3725-d | Cruise Mapper | United States | 111,770 |
| 21-Feb-2018 | BOGO free cruises on Bahamas Paradise Cruise Line to celebrate new ship sailing out of Palm Beach | http://www.orlandosentinel.com/travel/florid | Orlando Sentinel | United States | 1,345,608 |
| 21-Feb-2018 | BOGO free cruises on Bahamas Paradise Cruise Line to celebrate new ship sailing out of Palm Beach | https://www.usabreakingnews.net/2018/02/ | USA Breaking News | United States | 3,347 |
| 21-Feb-2018 | PHOTOS: Peek inside Grand Classica, Palm Beach's new cruise ship | http://www.sun-sentinel.com/features/deals | Sun Sentinel | United States | 996,640 |
| 21-Feb-2018 | BOGO free cruises on Bahamas Paradise Cruise Line to celebrate new ship sailing out of Palm Beach | http://www.sun-sentinel.com/features/deals | Sun Sentinel | United States | 996,640 |
| 21-Feb-2018 | Bogo Free Cruises On Bahamas Paradise Cruise Line To Celebrate New Ship Sailing Out Of Palm Beach | http://www.wopular.com/bogo-free-cruises/ | Wopular | United States | 11,647 |
| 21-Feb-2018 | Foreign-Trade Zone 135-Palm Beach, Florida; Application for Reorganization and Expansion Under Alternative Site Framework | https://www.federalregister.gov/documents | Federal Register | United States | 242,097 |
| 22-Feb-2018 | School threats alarm parents; Indian River County Sheriff's Office establishes tip line | http://ux.tcpalm.com/story/news/crime/india | TCPALM | United States | 331 |
| 23-Feb-2018 | Get 5 percent back on Whole Foods purchases with new Amazon credit card Doreen's Deals | http://www.sun-sentinel.com/features/deals | Sun Sentinel | United States | 996,640 |
| 23-Feb-2018 | Freebie Friday: Free Habit Burgers, free Quiznos subs, free pancakes at IHOP, \$10 entry at Butterfly World | http://www.southflorida.com/deals/sfl-freeb | Southflorida.com | United States | 45,659 |
| 26-Feb-2018 | Peggy Adams Rescue League's 17th annual walk set for March 10 | http://www.palmbeachdailynews.com/news | Palm Beach Daily News | United States | 57,896 |
| 26-Feb-2018 | Florida East Coast ports meeting demand with enhanced facilities, deeper channels | https://www.ajot.com/premium/ajot-florida-4 | American Journal of Transportation | United States | 8,663 |

| | |
|---------------------|------------|
| Total Reach: | 19,405,142 |
| Mentions: | 45 |

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-9**

PREPARED BY: Jarra Kaczvara Sr. Director of Business Development March 2, 2018
Jackelin Machado Marketing Analyst

SUBJECT: Community Grants

BACKGROUND INFORMATION: The following items are presented for approval and/or ratification:

Donations/Sponsorships

| | | | |
|--|----------------|-------------|----------|
| 2018 L.E.A.F. Golf Classic by Law Enforcement Assistance Foundation | April 23, 2018 | Sponsorship | \$200.00 |
| 2018 Scholarship Banquet By O.J. Anderson Foundation | May 5, 2018 | Donation | \$200.00 |

Community Grant Events

| | | |
|--|---------------|--------------------------------|
| 27 th Annual Tradition of Choice Luncheon by Planned Parenthood of SE and N Florida | March 1, 2018 | \$150.00 per tkt. (One ticket) |
| 29 th Annual Eva W. Mack Luncheon by Sickle Cell Foundation of Palm Beach County and Treasure Coast, Inc. | March 3, 2018 | \$130.00 (\$65.00 per ticket) |

These organizations have a completed W-9 on file, and Port Staff has verified that they have the 501(c)(3) designation.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: These items are funded from the FY18 Operating Budget – Community Grants Line

RECOMMENDATION:

1. The Board is respectfully requested to approve the Golf Tee Sponsorship in the amount of \$200.00 for the 2018 L.E.A.F. Golf Classic.
2. The Board is respectfully requested to approve a donation of \$200.00 to the 2018 Scholarship Banquet hosted by O.J. Anderson Foundation.
3. The Board is respectfully requested to ratify the purchase of one ticket to attend the 27th Annual Tradition of Choice Luncheon hosted by Planned Parenthood of SE and N Florida.

4. The Board is respectfully requested to ratify the purchase of two tickets to attend the 29th Annual Eva W. Mack Luncheon hosted by Sickle Cell Foundation of Palm Beach County and Treasure Coast, Inc.
-

Respectfully Submitted By


Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred to: _____
Incorporated into Minutes: _____

Motion by: _____
Seconded by: _____
Unanimous: Yes _____ No _____
By: _____



Law Enforcement Assistance Foundation

501(C)3 Charitable Organization
Post Office Box 17725
West Palm Beach, FL 33416
561 747-6653

President

Chief Deputy Mike Gauger (PBSO)

Vice Presidents

Honorable Rex J. Ford

Julie Daniels Scott

John F. Wegner

Treasurer

James Stevenson (Retired LEO)

Secretary

Lt. Chuck Russo (FWC)

Executive Director

Mark C. Bohne (Retired LEO)

Associate Director

Susie Bowman

Immediate Past President

Bob Broadway

Investment Committee Chair

John F. Thomas

Directors

Officer Greg Allen (PBGPD)

John Clark Bills

Bob Borman (Retired LEO)

Billy Bowman

Mike Bubis

Bobby Callaway

Patrick J. Casey

Frank O. Curcio

Martin A. Dytrych

Jonathan "Jack" Frost

Sgt. Gary C. Grande (FAUPD)

Ray Griffith (Retired LEO)

Eric Hopkins

John Kazanjian (Retired LEO)

John J. Manuel, CFA (Retired LEO)

Dr. Ken Mays

Mike McCutcheon (Retired LEO)

Joshua Mendelsohn

Joe Nieman

F. Martin Perry

Jennifer Ross

Byron C. Russell

Frank Sardinha, Jr

Michael Vetter

Rick Vymlatil

"Providing financial assistance to law enforcement officers seriously injured or who have suffered a catastrophic event, and the families of officers killed in the line of duty"

RECEIVED
FEB 21 2018

January 15, 2018

Dear Friend of LEAF,

The Board of Directors of the Law Enforcement Assistance Foundation invites you to be a part of the 23rd annual LEAF Golf Classic. This premier Palm Beach County event will take place on Monday, April 23, 2018 at Trump International Golf Club in West Palm Beach, FL.

LEAF is a recognized 501 (c) 3 non-profit organization that raises money for Law Enforcement Officers seriously injured in the line of duty, officers who have suffered a catastrophic event, and for the families of officers who have lost their lives in the line of duty.

LEAF has been recognized by the Governor's Office and endorsed by every law enforcement agency in Palm Beach County as well as the Palm Beach County Commission, the Palm Beach County PBA, and the Fraternal Order of Police. Since 1991 LEAF has given out over half a million dollars in grant money to police officers and their families. We also support Reserve Officers as well as Community Service Aides that perform police functions.

We hope that you will be able to assist us in our effort by purchasing a sponsorship in our tournament, or donating an In-Kind donation to be used in our silent auction so that we can continue supporting our law enforcement officers.

Sincerely,

Mark C. Bohne'
Executive Director, LEAF

The John F. Wegner Family Presents:

The 23rd Annual

LEAF Golf Classic



LAW ENFORCEMENT ASSISTANCE FOUNDATION

Trump International Golf Club
Monday, April 23, 2018

2018 LEAF Golf Tournament Participation Form

Contact Name _____ Company _____
 Mailing Address _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____
 Email _____
 L.E.A.F. Volunteer Solicitor _____ Date _____

Player Registration - April 23, 2018

Golfer's Name _____ Shirt Size: S M L XL XXL
 Golfer's Name _____ Shirt Size: S M L XL XXL
 Golfer's Name _____ Shirt Size: S M L XL XXL
 Golfer's Name _____ Shirt Size: S M L XL XXL

TOTAL = \$ _____

Sponsorship

- | | | |
|--|---|--|
| <input type="checkbox"/> Tournament Sponsorship – \$30,000 | <input type="checkbox"/> Trophy Sponsorship – \$1,000 | <input type="checkbox"/> Golf Cart Sponsorship – \$2,000 |
| <input type="checkbox"/> Sheriff Sponsorship – \$10,000 | <input type="checkbox"/> Banquet Sponsorship – \$2,500 | <input type="checkbox"/> Lunch Sponsorship – \$1,000 |
| <input type="checkbox"/> Officer Sponsorship – \$5,000 | <input type="checkbox"/> Golf Hat Sponsorship – \$2,500 | <input type="checkbox"/> Beverage Sponsorship – \$1,000 |
| <input type="checkbox"/> Luxury Golf Vacation | <input type="checkbox"/> Golf Ball Sponsorship \$2,500 | <input type="checkbox"/> Tournament Gift Bag Sponsor – \$1000 |
| Hole in One – \$2,000 | <input type="checkbox"/> Caddy Sponsorship – \$1,500 | <input checked="" type="checkbox"/> Golf Tee Sponsorship – \$200 |

TOTAL Enclosed \$ _____ Make check payable to L.E.A.F. All donations are non-refundable.

In-Kind Donation

Description of item (include limitations, valid dates and conditions): _____

Estimated Fair Market Value of item donated \$ _____ Date Donated _____

Fair market value of any goods or services given to donor in return: \$ _____

If goods or materials, will you deliver? _____ If Yes, When? _____

If No, where and when can it be picked up? _____

Gift Certificate: Attached To be mailed Valid dates: _____

The Law Enforcement Assistance Foundation (L.E.A.F.) reserves the right to package items as needed. If you have any questions, or need additional information, please contact Mark Bohne at (561) 747-6653.



Please detach and mail with check (if applicable) to:
Law Enforcement Assistance Foundation
 P.O. Box 17725 • West Palm Beach, FL 33416-7725 • 561-747-6653

**This Tournament is dedicated to
the following Florida officers who gave the ultimate sacrifice
while serving and protecting the public**

Sergeant Joseph Ossman

Florida Department of Corrections, FL
EOW: Sunday, September 10, 2017

Deputy Sheriff Julie Bridges

Hardee County Sheriff's Office, FL
EOW: Sunday, September 10, 2017

Sergeant Richard Samuel Howard

Kissimmee Police Department, FL
EOW: Saturday, August 19, 2017

Police Officer Matthew Scott Baxter

Kissimmee Police Department, FL
EOW: Friday, August 18, 2017

Correctional Officer Joe William Heddy, Jr.

Escambia County Department of Corrections, FL
EOW: Saturday, June 17, 2017

Master Sergeant William Trampas Bishop

Florida Highway Patrol, FL
EOW: Saturday, June 17, 2017

Officer Joshua Sanchez Montaad

Florida Department of Agriculture and Consumer Services,
Officer of Agricultural Law Enforcement, FL
EOW: Tuesday, June 6, 2017

Special Agent Rickey O'Donald

United States Department of Justice
Federal Bureau of Investigations, FL, US
EOW: Friday, February 17, 2017

Lieutenant Debra Clayton

Orlando Police Department, FL
EOW: Monday, January 9, 2017

Deputy First Class Norman Lewis

Orange County Sheriff's Office, FL
EOW: Monday, January 9, 2017

Dear Friend of LEAF,

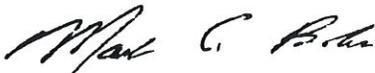
The Board of Directors of the Law Enforcement Assistance Foundation invites you to be a part of the 23rd annual LEAF Golf Classic. This premier Palm Beach County event will take place on Monday, April 23rd, 2018 at Trump International Golf Club in West Palm Beach, FL. Tournament registration begins at 10:00AM and concludes at 11:45AM. Lunch will be provided during this time. The 1:00PM shotgun start will be preceded by a memorial service for the Florida Police Officers who gave the ultimate sacrifice during the past year.

LEAF is a recognized 501(c)(3) non-profit organization that raises money for Law Enforcement Officers seriously injured in the line of duty, officers who have suffered a catastrophic event, and for the families of officers who have lost their lives in the line of duty.

Please take a moment to look through the brochure and let us know at what level you wish to participate. The earlier we hear from you, the sooner you or your organization will be recognized in our pre-event publicity. We welcome you to support our organization and be a part of this very special annual event.

For further information please call Mark Bohne at (561) 747-6653 or email, leafpbc@gmail.com.

Sincerely



Mark C. Bohne
Executive Director, LEAF

LEAF:

Endorsed by all law enforcement agencies in Palm Beach County

LEAF would like to welcome you as a sponsor of The 23rd Annual L.E.A.F. Golf Classic. In order to meet printing deadlines for company to appear on our golf tournament final printed material, your company's information and donation must be received by April 1, 2018. All donations are non-refundable.

Tournament Information

Monday, April 23, 2018
Trump International Golf Course
West Palm Beach
Registration 10:00 am to 11:45 am
Tournament Play (Shotgun Start) 1:00 pm

TOURNAMENT ENTRY FEE
\$3,000 per foursome

LUNCH SERVED 11:00 - 12:15 AM

Includes: Greens Fees, Cart, Lunch, Beverages, Awards Banquet and Tournament Gifts

Sponsorship Opportunities

Tournament Sponsorship – \$30,000

- Company positioned and promoted as Premier Tournament Sponsor in all event-related marketing and publicity including the event program and tournament banner
- 3 Complimentary Premier foursomes to play in the LEAF Golf Classic
- Golf shirts for all golfers bearing the company logo
- Company banner displayed on-site
- Opportunity to include company product in gift bag

Sheriff Sponsorship – \$10,000

- Company positioned and promoted as Sheriff Sponsor in all event-related marketing and publicity including the event program and tournament banner
- 2 Complimentary Premier foursomes to play in the LEAF Golf Classic
- Company banner displayed on-site
- Opportunity to include company product in gift bag

Officer Sponsorship – \$5,000

- Company positioned and promoted as Officer Sponsor on event program and tournament banner
- Complimentary foursome to play in LEAF Golf Classic

Caddy Sponsorship – \$1,500

- Company name/logo on caddy's shirts
- Company name listed in tournament program

Banquet Sponsorship – \$2,500

- Company name on banquet banner
- Company name listed in tournament program

Golf Hat Sponsorship – \$2,500

- Company name on tournament golf hats
- Company name listed in tournament program

Golf Ball Sponsorship – \$2,500

- Company name/logo on golf balls
- Company name listed in tournament program

Golf Cart Sponsorship – \$2,000

- Company name on golf carts
- Company name listed in tournament program

Luxury Golf Vacation Hole in One – \$2,000

- Company name on tournament banner
- Company name listed in tournament program
- Recognition sign at hole

Trophy Sponsorship – \$1,000

- Company name on tournament banner
- Company name listed in tournament program

Beverage Sponsorship – \$1,000

- Signage at all beverage locations
- Company name listed in tournament program

Lunch Sponsorship – \$1,000

- Company name listed on lunch banner
- Company name listed in tournament program

Tournament Gift Bag Sponsor – \$1,000

- Company name on tournament gift bag
- Company name listed in tournament program

Golf Tee Sponsorship – \$200

- Your company name on hole sponsor sign

A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll free (800) 435-7352 within the state. Registration does not imply endorsement, approval, or recommendation by the state.

O.J. ANDERSON SCHOLARSHIP

P.O. Box 9451
Riviera Beach, FL 33419
www.ojascholarship.com

February 7, 2018

Dear Port of Palm Beach District Board of Commissioners:

Ottis "OJ" Anderson, a native of Palm Beach County and a retired NFL football player, would like to extend an invitation for your support in the future of our high school students. Since 2007, OJ's efforts have awarded over one hundred thousand scholarship dollars to various high school students in Palm Beach County. In order to qualify for the scholarship, students must be a freshman, sophomore, junior or senior in high school. In addition, the students must submit an application, transcript, 2 letters of recommendation and respond to an essay.

Your support and participation is needed. Please let us know how you or your company would like to invest in this endeavor. A contribution of any kind is appreciated. A Scholarship Banquet will be held on Saturday, May 5, 2018, which we will award \$15,000 to our 2018 Scholarship Recipients.

___ **Individual \$35**

___ **Table of 8 \$280**

___ **AD: ___\$200 Back Cover ___\$100 Full Page ___\$50 ½ Page ___\$25 ¼ Page**

___ **Gold Supporter: \$2,500
(Include Table, Full Page AD, Autograph Football from OJ, Photo with OJ)**

___ **Silver Supporter \$2,000
(Include Table, Full Page AD, Autograph Football from OJ)**

Details of our event are as follows:

May 5, 2018

5:00 pm

**Hawthorn Suites by Wyndham
301 Lambertson Drive
West Palm Beach FL 33401**

We look forward to hearing how you and or your company can help. If there are any questions, please feel free to call La-Vaughn Starks or Clothilde Hollis at (561) 561-313-0249 or (561) 312-3783.

Respectfully,

O.J. Anderson Scholarship Committee



THE 27TH ANNUAL
**TRADITION
of CHOICE**
 LUNCHEON

THURSDAY, MARCH 1ST 2018
 Kravis Center for the Performing Arts

featuring
CHARLES BLOW
 Op-Ed Columnist at *The New York Times*

 **Planned
 Parenthood**
 Care. No matter what.
 Planned Parenthood of South, East and North Florida.

THE 27TH ANNUAL
**TRADITION
of CHOICE**
 LUNCHEON

You and your guests are invited
 to a VIP reception with

Charles Blow Cecile Richards




Op-Ed columnist,
The New York Times

President,
 Planned Parenthood
 Federation of America

March 1, 2018
 10:45AM – 11:45AM
 Founder's Room at the Kravis Center

2018 Tradition of Choice Chairs
 Janel Apatoff • Joan Cramer • Joan Gelch • Andrea Hirsch
 Helen Judlowe • Sharon Pikus • Mary Salerno
 Laura Schwartz • Sandy Slotnick • Debby Weil • Carrol Zazik



PREMIERE SPONSOR

29th Annual

Eva W. Mack Luncheon

Theme: Forging a path for the cure.

Saturday, March 3, 2018

11:00 am - 1:00 pm

Hilton West Palm Beach

600 Okeechobee Blvd

West Palm Beach, Florida

Tickets \$65

Purchase tickets at

www.sicklecellpbc.org

design by www.kingchazzy.com



Sickle Cell Foundation of Palm Beach County and Treasure Coast, Inc.'s Federal Tax Identification Number is 59-1975315; Florida Department of Agriculture and Consumer Affairs Solicitation Registration Number is CH-4337. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800) 435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATIONS BY THE STATE.

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-10 A**

March 8, 2018

PREPARED BY: Jarra Kaczwarra Senior Director, Business Development & Communications

SUBJECT: **Items for Ratification**
 Ratification of Community Grants & Business Development Program Policies

BACKGROUND INFORMATION:

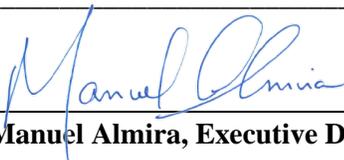
During the Board of Commissioners February meeting, the Board of Commissioners discussed the Community Grants and Business Development Program Policies; and the majority of the Board approved the attached Community Grants and Business Development Program Policies. These items are redlined and attached for review and ratification.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: Port Staff respectfully requests the Board of Commissioners' approval and ratification of the Community Grants and Business Development Program Policies.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

PORT OF PALM BEACH DISTRICT BUSINESS DEVELOPMENT PROGRAM

PROCEDURES:

Notices of upcoming meetings, conferences, training seminars, and committee meetings received by the District offices will be distributed to the Commission and/or District management for consideration.

All authorized and eligible requests for travel as determined by the Port's Charter, Policies and Procedures and Florida Statute will be processed. Requests occurring between regular meetings will also be processed and placed on the next Board Meeting agenda for approval or ratification.

The following list is submitted for consideration and approval:

- American Association of Port Authorities
- Army Corps of Engineers
- Breakbulk Conference
- Congressional Meetings
- Fact Finding/Trade Missions
- Enterprise Florida
- Florida Association of City Clerks (FACC)
- Florida Bureau of Archives and Records Management
- Florida Caribbean Cruise Association (FCCA)
- Florida Chamber of Commerce
- Florida Department of Transportation
- Florida Engineering Society
- Florida Government Finance Officers Association
- Florida Legislative Meetings
- Florida Records Management Association
- Florida Seaports Council
- Florida Transportation Commission
- Florida Seaport Transportation and Economic Development
- Governor's Security Council
- Institute of Government
- International Council of Cruise Lines (CLIA)
- National Association of Foreign Trade Zones
- Power-Gen Trade Show
- Preferred Government Insurance Trust (PGIT)
- Public Risk Management Association (PRIMA)
- SeaCargo Americas International Congress
- Seaport Security
- SeaTrade Cruise Shipping Convention
- Sister Seaport Visits
- South Atlantic & Caribbean Ports Association
- South Atlantic Marine Terminal Association
- Tampa Steel Conference
- TransComp Intermodal Expo
- U.S. Commercial Services

**PORT OF PALM BEACH DISTRICT
BUSINESS DEVELOPMENT/MARKETING PROGRAM**

Notices of upcoming Business Development/Marketing and industry related events received by the District offices will be distributed to the Commission and/or District management for consideration.

The following list is submitted for consideration and approval for monthly ticketed events:

Business Development Board (BDB)
Economic Council
Economic Forum
Forum Club
Florida Customs Brokers & Forwarders Association
International Business Council
Leadership Business Council Palm Beach County
Marine Industries Association
Chambers of Commerce
Palm Beach County Convention & Visitors Bureau / Discover The Palm Beaches
Palm Beach County Tourist Development Council

Event Tickets/Tables Policy

2 Tickets per Commissioner, per Event; any additional tickets can be purchased at the commissioners own cost.

\$1,000 maximum per commissioner per year can be spent on tickets from Business Development – Community Outreach for Board approved events.

Ads/Sponsorships – 501(c)(3)

Ads and/or sponsorships for 501(c)(3) organizations can be paid from Business Development – Community Outreach if approved by the Board of Commissioners.

Vacancies for Events are filled as follows:

- 1) Commissioners
- 2) Potential Users/Tenants
- 3) Senior Staff

**PORT OF PALM BEACH DISTRICT
COMMUNITY GRANT OUTREACH PROGRAM
TICKET EVENTS/RECOMMENDATIONS**

POLICIES:

Each Commissioner will be permitted a budget amount of \$2,000 to attend program events and make recommendations for **donations** during the fiscal year.

Support for any single **donation** recommendation shall not exceed \$500 in any individual fiscal year (October 1 – September 30).

Donation recommendations or events must either be classified as an IRS 501(c)(3) exempt organization or educational in nature.

Organizations receiving donations, ~~contributions or sponsorships~~ for non-ticketed events must submit a completed W-9 form and proof of IRS 501(c)(3) classification to the Port prior to payment processing.

Only one request per organization, per fiscal year (October 1 – September 30)

TICKETS

2 Tickets per Commissioner, per event. *There will be no maximum ticket cost. Any additional tickets can be purchased at the commissioners own cost.*

Ticket cost will not go against \$500 annual maximum donation.

TABLES

Table/co-table sponsorship not to exceed \$500 per event per organization.

Vacancies for Events are filled as follows:

- 1) Commissioners
- 2) Potential Users/Tenants
- 3) Senior Staff

FY 2018 EVENT/RECOMMENDATION PROCEDURES:

Upcoming event memorandums are submitted to the Commission for consideration as invitations are received.

Any requests for event tickets, donations, contributions or sponsorships received after the conclusion of a Regular Monthly Board Meeting, will be immediately processed for payment and placed on the next Board Meeting agenda for approval or ratification.

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-10 B**

PREPARED BY: Ken Hern Sr. Director, Operations, Security & Facilities March 5, 2018

SUBJECT: Approval of Escalator Refurbishment
• **Change Order - Thyssen**

BACKGROUND:

During the refurbishment of the Customs Escalator, as approved by the Board of Commissioners in September of 2017, additional emergency repairs were required to ensure passenger safety.

It was identified during the refurbishment that the Roller Guide Chains, Hand Rail Guides and Guide Stops were worn and unserviceable.

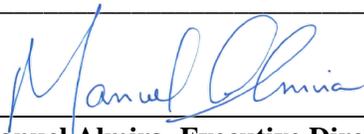
Upon review by Port Staff and the Executive Director, an emergency change order was approved to ensure safe operations.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: This project will be funded out of the FY18 Facilities Budget

RECOMMENDATION: Port Staff respectfully requests Commissioners to approve this ratification in the amount of \$28,978.00 to Thyssen.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN:

Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____



PURCHASE ORDER

1 East 11th Street
Riviera Beach, FL 33404
(561) 383-4100 Phone
(561) 842-4240 Fax

Vendor #: 1124
PO Number: 00-910683
Date: 12/12/2017
Page: 1

Order From: THYSSENKRUPP ELEVATOR CORP.
P.O. BOX 933004
ATLANTA GA 31193-3004

Deliver to: MAINTENANCE SHOP
300 Middle Road
Riviera Beach FL 33404

Table with 3 columns: L/N, Description, Extension. Row 1: 1 REPLACE ROLLER GUIDE CHAINS, HANDRAIL GUIDES, HANDRAIL GUIDE STOPS \$28,978.00. Row 2: 2 AND COMB SEGMENTS - BLDG. 1 MAIN AND CUSTOM'S ESCALATORS \$0.00. Row 3: 3 QUOTE DATED 12/12/17 \$0.00.

Please Quote Purchase Order Number on all Correspondence

Subtotal \$28,978.00
Freight \$0.00
Tax \$0.00

Signature: Manuel Plummer, EXEC. DIR.

Date: Tracy Carey, Purchasing

Order Total \$28,978.00

Signature: CFO / Dep. DIR.



thyssenkrupp



ORIGINAL INVOICE

CUSTOMER NUMBER: 106795

PLEASE REMIT TO: THYSSENKRUPP ELEVATOR CORP
PO BOX 933004
ATLANTA, GA 31193-3004

Attn: Accounts Payable
PORT OF PALM BEACH
1 E 11TH ST
WEST PALM BEACH, FL 33404
United States

Please specify invoice number and customer number with your payment.

| TERMS | REPAIR NO. | CUSTOMER REFERENCE NO. | INVOICE DATE | INVOICE NO. |
|-----------|------------|------------------------|--------------|-------------|
| IMMEDIATE | 514383 | PO# 00-910313 | 02-02-2018 | 6000290824 |

UNIT NUMBER: US406583

LOCATION: PORT OF PALM BEACH

SHIP TO: 1 E 11TH ST, WEST PALM BEACH, FL 33404 US

thyssenkrupp ELEVATOR WILL FURNISH & INSTALL NECESSARY LABOR & MATERIAL TO REMOVE & REPLACE BROKEN PARTS: STEP DEMARKATION, BOTH HANDRAILS, BOTH COMB PLATES, STEP CHAINS, HANDRAIL INLET GUIDES.

| | |
|--|---------------------------|
| ORIGINAL CONTRACT PRICE | \$63,324.68 |
| CHANGE ORDERS | \$28,978.00 * |
| TOTAL CONTRACT PRICE | <u>\$92,302.68</u> |
| LESS DEPOSIT | (\$31,662.34) |
| LESS PREVIOUS BILLINGS | (\$0.00) |
| TOTAL PREVIOUS BILLINGS | <u>(\$31,662.34)</u> |
| INSTALLMENT INVOICE AMOUNT 1 OF 1 | \$60,640.34 |
| TOTAL TAX | \$0.00 |
| NET AMOUNT DUE (INCLUDING TAX) | <u>\$60,640.34</u> |

THYSSENKRUPP ELEVATOR CORP
7567 CENTRAL INDUSTRIAL DRIVE
Riviera Beach, FL 33404
561-842-5761

Approved for Payment

Date

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ITEM F-11**

PREPARED BY: Venice Howard Deputy Clerk March 2, 2018

SUBJECT: AUDIT COMMITTEE FOR FISCAL YEAR 2017
Approval of audit committee nominees

BACKGROUND INFORMATION: In accordance with the Port of Palm Beach District Charter Article XV, the Board of Commissioners of the Port of Palm Beach District shall name a committee of three (3) representatives for the purpose of auditing the books. Each Commissioner was asked to provide the Finance Department with a nominee for consideration. The following representatives have been nominated to the Audit Committee for Fiscal Year 2017:

| <u>Committee Nominee</u> | <u>Alternate Nominee</u> |
|--------------------------|--------------------------|
| Mary Brabham | Charmaine Dixon |
| Yvette Hardy | Scott Holtz |
| Jim Gibbs | |
| Dave Talley | |
| Priscilla Taylor | |

In the past, Port practice has been to appoint up to five Committee members and to have alternate nominees available to serve on the Audit Committee in the event a Committee Nominee is unable to participate.

ADDITIONAL INFORMATION ATTACHED: No X Yes

FISCAL IMPACT: There will be a \$100 stipend per participating audit committee representative.

RECOMMENDATION: The Board of Commissioners is respectfully requested to approve the nominees for the Fiscal Year 2017 Audit Committee.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**DISTRICT REPORTS
ITEM G-1**

PREPARED BY: Manuel Almira Executive Director March 7, 2018

SUBJECT: **Executive Director's Report**

BACKGROUND: An outline of the topics to be reported on at the March 15, 2018 Regular Board Meeting is attached for your review.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATIONS: Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

Disapproved: _____

Deferred To: _____

Incorporated into Minutes: _____

Motion By: _____

Seconded By: _____

Unanimous: Yes _____ No _____

By: _____

**PORT OF PALM BEACH DISTRICT
EXECUTIVE DIRECTOR'S REPORT
BOARD OF COMMISSIONERS MEETING
March 15, 2018**

Around the Port

Training for the Prevention of Harassment & Discrimination was held on 2/22/18 for Employees and Commissioners. A make-up session will be held on 3/08/18 for those who could not attend the first session.

The Palm Beach North Chamber of Commerce Prosperity Leadership Group met in our Board Room on 3/06/18 for a presentation and Port Tour.

Peanut Island Round Table was scheduled for 3/13/18, and will be rescheduled.

Visiting US Virgin Islands Delegates were invited by Tropical Shipping to meet at the Port on 3/07/18. The Virgin Islands Port Authority (VIPA) owns and manages the two airports and the majority of the public seaports in the United States Virgin Islands. Most everything used or consumed by their residents enters the islands via boat or plane. The main purpose of this event is to discuss the planning for recovery efforts following recent Hurricanes Maria and Irma affecting the Caribbean islands.

Enterprise Florida will hold their Board Meeting in the Port's Board Room on 3/14/18 from 10:00 am to 2:00 pm. I was asked to speak on the Port's activities involving trade, export/shipping, interest/contacts from overseas, etc.

Events

- AAPA Spring Conference, Washington, DC – March 20-21, 2018
- Florida Ports Council Spring D.C. Fly-In, Washington, DC – March 27-29, 2018
- NASCC: The Steel Conference – Baltimore, MD – April 11-13, 2018
- Florida Ports Council Summer Board Meeting – Orlando, FL – May 23, 2018
- Florida Ports Council Annual Board Meeting – St. Petersburg, FL – September 5-6, 2018

**Port of Palm Beach
Engineer's Report
Commission Meeting | March 15, 2018**

Berth 17 and Paving Project

Construction activity has progressed slowly since the February board meeting. The Contractor completed the scheduled activities related to the construction of the bulkhead including the repairs of the water side of the north bulkhead concrete wall structure.

The piles for the west and middle dolphin structures testing reports were approved by AECOM for construction of concrete cap to begin. The contractor completed the steel forms and rebar installation for both structures. The concrete pour for the middle dolphin structure was completed successfully on March 5, and the pour for the west dolphin structure was completed on March 6.

In relation to the east (outer) dolphin structure, the piles test results were evaluated by AECOM, determining that the actual capacity of the four driven piles did not meet the required designed requirements. AECOM provided a remediation structural design, which requires two additional piles to be driven in addition to the four already installed on the east dolphin structure location. The remediation drawings were provided to LMH, in order to proceed with the submittal and material procurement process. LMH submitted correspondence indicating that they are not responsible for the additional work required to the east dolphin structure, and that they are entitled for additional compensation for the related work. In the correspondence, they included a change order proposal for this additional work in the amount of \$344,949.99. LMH also indicated that they are currently performing a time impact analysis to determine the effect of this delay and other changes on the critical path of the Project completion. A construction activity schedule was included with the change order proposal for the installation of two additional piles, requiring two items: submittal & material procurement process and pile driving. The scheduled dates are the following:

- Pile Material Submittals and Procurement – March 9 to April 3, 2018.
- Pile Preparation, Driving & Testing – April 3 to May 3, 2018.

Regarding the substantial completion dates previously agreed by the Contractor for the delivery of the Berth, none of them have been accomplished. LMH has submitted many project schedule updates for the completion of the Berth 17, with the last 2-week look-ahead schedule submitted on March 5, 2018, which indicated a substantial completion date of March 23, 2018. The proposed substantial completion date of March 23 for the upland work does not consider the completion of the east dolphin structure. The dolphin structure work will require a construction access pathway to provide equipment and material delivery to the water side working area. The access path will impede the completion of the upland final pavement surface until the dolphin structure is completed.

Based on the historical facts, the substantial completion date of the Berth by LMH has been and will continue to be unknown until is finally accomplished. At this point, the Port should take in consideration all present and future damages, directly and indirectly caused by the project completion delay. The Port can exercise the terms of the Contract, and execute the entitlement to retain Liquidated Damages in order to mitigate present and future Losses related to the project completion delay.

As of the December 2017 pay application draft, LMH invoices indicate that approximately 90% (\$9,238,371.61 to date / \$1,059,934.48 balance of approved modified Contract amount) of the work is complete to date. The

contractor has not submitted the final November 2017, December 2017, January 2018 and February 2018 pay applications yet.

MOB Demolition and Cargo Area Improvement Project

CH2M continues to work on the 100% Bid Ready completed package during the month of March 2018. FPL, AT&T and Fiber net had provided their final design information regarding concrete vault locations and new infrastructure conduit location and sizes. CH2M is working on the permit application process for the Florida Department of Environmental Protection (FDEP) and Florida Department of Health – Storm Water and Water / Sanitary permits for the conversion of the MOB and adjacent parking area into a cargo laydown yard.

The project design and the contract documents are near completion. The permits are currently being submitted to the respective public agencies and tenant coordination meetings will be scheduled. Port staff will request during the March Board Meeting authorization to advertise the request for Bids to qualified construction companies as soon as the design, permitting and tenant coordination is complete.

Main Rail Spur Improvement Phase 1

At the October 2017 meeting, the Board of Commissioners approved the Port's Executive Director to execute the Contract Award for the On-Port Rail Facility Expansion Project Phase One construction project to González and Sons Equipment, Inc., lowest responsive and responsible bidder, in the amount of \$971,154.96.

- Contract Amount: \$975,154.96
- Contract Executed: December 15, 2017.
- Notice to Proceed: January 2, 2018.
- Construction Time: 220 days
- ORIGINAL Project Completion Date: August 2018.

On Friday, January 19, 2018, Port staff submitted the Permit Letter and Application Form to the City Building Division Office. The City provided an invoice for permit related fees on the valuation of work being performed, to be paid by the Port in order to issue a Building Permit. The invoice for permit related fees is in the amount of \$18,137.42. On Friday, March 2, Port Staff submitted the payment for the permit fees. Permit procedure is in process by the City of Riviera Beach.

During Friday, March 2 project status meeting, the contractor for project engineering provided an updated schedule of the construction of the project. Based on the approval of material documents, and their procurement and delivery of material to the project, the following are the project construction update schedule dates:

- Signalization Work: March 30 to April 27, 2018.
- Special Track Work: April 2 to May 2, 2018.
- Spur 1 Rail Work: April 8 to May 14, 2018.
- Spur 2 Rail Work: May 3 to June 7, 2018.
- **UPDATED:** Project Completion Date: June 2018.

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**DISTRICT REPORTS
ITEM G-3**

PREPARED BY: Venice Howard Deputy Clerk March 5, 2018

SUBJECT: **GOVERNMENTAL AFFAIRS REPORT**

BACKGROUND: For your review and discussion, attached is a copy of the Governmental Affairs Report provided by Mr. Richard Pinsky.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: None. Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

Disapproved: _____

Deferred To: _____

Incorporated into Minutes: _____

Motion By: _____

Seconded By: _____

Unanimous: Yes _____ No _____

By: _____



Port of Palm Beach Governmental Affairs Report

March 3, 2018

THERE ARE 7 DAYS LEFT UNTIL THE END OF REGULAR SESSION

Budget conferencing officially began on Tuesday of Week 8.

The Parkland school shooting has caused a reprioritization of spending proposals to make room for the estimated \$400 million dollars needed to fund increased school safety against active shooter scenarios.

The final week of Session will be the usual frenzied exercise of trying to revive bills that are on "life-support"; legislators begging to have their bills heard; and House and Senate leaders, as well as the Governor, all trying to get their priorities across the finish line before Sine Die.

Going into the final week, here are updates on the bills impacting local government that are still "alive" going into the last week of session, but may or may not be in jeopardy of passing both Chambers.

SB 192 & HB 79 Public Meetings

Specifying conditions under which members of any board or commission of any state agency or authority or of any agency or authority of any county, Municipal Corporation, or political subdivision may participate in fact-finding exercises or excursions, etc.

SB 192 is in Messages to the House.

HB 79 despite passing all of its committees, is stalled. It has not moved to the Floor.

HB 815 and SB 1180 Municipal Employees

Contains public disclosure and ethics requirements, and contains limits on the travel of county and municipal public officers and employees by requiring prior approval by the county or municipal board.

HB 815 is on 3rd Reading waiting to be scheduled for final passage.

SB 1180 is stalled in its last committee, Rules.

BUDGET

Both chamber's budgets include identical amounts in transportation funding for Ports:

- **\$15 million for debt reserve payments (FPFC 1996 Bond Refinance)**
- **\$10 million for debt reserve payments (FPFC 1999 Bond Refinance)**



- **\$132,525,084 for the FSTED Program, SIS, GM, SPII and other FDOT allocations in FDOT 5-Year Work Program.**
- **\$12,255,813 for the Seaport Investment Program/Bond debt reserve payments.**
- **\$70, 825,643 for the FDOT Intermodal Development/Grants Program. This may include some seaport projects.**
- **\$2 million for the Port of Fernandina Multipurpose Dock Crane and Warehouse.**

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**DISTRICT REPORTS
ITEM G-4**

PREPARED BY: Venice Howard Deputy Clerk March 2, 2018

SUBJECT: **Commissioner's Report**

BACKGROUND: Commissioner Waldron will provide an oral report on the Commerce Park development efforts.

ADDITIONAL INFORMATION ATTACHED: No X Yes

FINANCIAL IMPACT: N/A

RECOMMENDATIONS: Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

Disapproved: _____

Deferred To: _____

Incorporated into Minutes: _____

Motion By: _____

Seconded By: _____

Unanimous: Yes _____ No _____

By: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**OLD BUSINESS
ITEM H-1**

PREPARED BY: Manuel Almira Executive Director February 28, 2018

SUBJECT: Peanut Island Update

BACKGROUND:

As of February 28, 2018, we are still waiting for the Weitz Construction report, which will require the County Engineering Department to review and provide a summary to the Parks and Recreation Department. A copy will then be submitted to the Port.

The original scheduled date for the Peanut Island Roundtable had to be rescheduled for later in March, awaiting the results of the report.

ADDITIONAL INFORMATION ATTACHED: No X Yes

FINANCIAL IMPACT: N/A

RECOMMENDATION: The Board of Commissioners is respectfully requested to listen to the oral presentation and take whatever action is appropriate.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN:

Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**OLD BUSINESS
ITEM H-2**

PREPARED BY: José Soler, PE Port Engineer March 8, 2018

SUBJECT: MOB Demolition and Container Yard Improvements Engineering Services
Consideration of Consulting Engineering Services for Bidding Administration

BACKGROUND:

At the May 2017 meeting, the Board approved an Engineering Services Contract with CH2M, under the Port's Continuing Engineering Consultant Contract for the Design and Permitting of the MOB demolition and Container Yard Improvements Project.

Currently, the project design and the contract documents are nearing completion. The permits will be submitted to the respective public agencies in the near future, and tenant coordination meetings will be scheduled. Port staff will advertise the request for bids from qualified construction companies as soon as the design, permitting and tenant coordination is complete.

During the review of the project design documents by these qualified construction companies, questions may arise necessitating clarification of the planning documents. It is important that the engineer answering questions from construction company bidders is knowledgeable about the design intent of the project so that the integrity of the project is upheld. As CH2M executed and completed the design and contract documents, it is our recommendation to retain their engineering services through the bidding process.

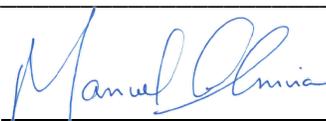
Port Staff has requested a work order from CH2M to perform the recommended Bidding Administration services for the MOB Demolition and Container Yard Improvements project. The cost of the Bidding Administration services is not to exceed \$14,500.00 and will be funded 50/50 with FDOT under JPA for the Upland Cargo Improvements project.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: The project will be funded from the Port's 2017-2018 Capital Program Budget (50%) and the use of FSTED grant funds (50%). The work order total funding (FDOT JPA grant funds and POPB matching funds) is \$14,500.00.

RECOMMENDATION: Port Management is recommending that the Board approves a Work Order for Engineering Services Contract with CH2M, under the Port's Continuing Engineering Consultant, for the Bidding Process Administration of the MOB Demolition and Cargo Area Improvements Project.

Respectfully Submitted by:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

Disapproved: _____

Deferred To: _____

Incorporated into Minutes: _____

Motion By: _____

Seconded By: _____

Unanimous: Yes _____ No _____

By: _____



**PORT OF PALM BEACH DISTRICT
CONSULTANT WORK ORDER
PREPARED BY CH2M**

WORK ORDER NO: 2018-01

JOB NAME: Maritime Office Building – Cargo Yard Development
Bidding Services

THIS WORK ORDER IS ISSUED BY THE PORT OF PALM BEACH (CLIENT) PURSUANT TO THE MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CH2M HILL ENGINEERS, INC.(CONSULTANT) AND THE PORT OF PALM BEACH (CLIENT) – CONTRACT 1, DATED MARCH 11, 2008, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE FOR THE BELOW SERVICES:

SCOPE OF WORK

The CLIENT authorized the CONSULTANT to prepare plans and specifications to convert a three-acre parcel to a container storage area including demolition of the Maritime Office Building (MOB). Plans and specifications are near completion with bidding anticipated to begin in April 2018.

Pursuant to a request by CLIENT, this Work Order for the CONSULTANT is for bidding support services for the referenced project.

A. SERVICES DURING BIDDING

CONSULTANT will provide services during bidding as defined below:

1. Attend the Pre-bid Conference.
2. Prepare up to three (3) addendum items in electronic format.
3. Respond to Contractor Requests For Information (RFI) in electronic format.
4. Create a Bid Tabulation in electronic format.
5. Provide a letter of recommendation to the CLIENT after qualifications and bids are received.

TIME OF COMPLETION

The Scope of Work will be completed in the following time frame from the date of issuance of a Notice to Proceed, but is subject to exceptions for delays, which are beyond the control of CONSULTANT.

A. Bidding support services are estimated to require 45 days (30 days of which are the official bidding period for contractors).

EXCLUSIONS AND BASIS OF SCOPE ITEMS

The following items are not included as part of this Work Order but can be provided as additional services at hourly cost plus for labor and expenses at cost if authorized:

- A. Construction Administration Support Services
- B. Geotechnical investigations and field work.
- C. Survey or related field work.
- D. Utility location services.
- E. Full time construction observation services.
- F. Materials testing or other field testing services.
- G. Permitting services or permit fees.

FEES TO BE PAID

CONSULTANT will be compensated under the terms of the **Master Services Agreement for Professional Services between CH2M HILL and the Port of Palm Beach**. Compensation Budget for CONSULTANT in not to exceed with the following summary:

SCOPE ITEMS A – BIDDING SERVICES \$14,500.00

| | |
|--|---|
| The Authorized Representatives designated below are authorized to act with respect to the Work Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives: | |
| For CH2M: | For the Client: |
| Name: CH2M | Name: Port of Palm Beach District, a Special Taxing District of the State of Florida |

PORT OF PALM BEACH DISTRICT
 ENGINEERING WORK ORDER

2018-01: Maritime Office Building –
 Bidding Services

Page 3 - (cont'd)

| | |
|---|--|
| Address: 550 W. Cypress Creek Road, Suite 400 Ft. Lauderdale, Florida 33309 | Address: 1 East 11 th Street Riviera Beach, Florida 33404 |
| Telephone: 954.351.9256 | Telephone: 561.383.4100 |

| | |
|--|---------------------------|
| This Work Order No. 2018-01 is effective this (date) | |
| Accepted for CH2M HILL Engineers, Inc. by: | Accepted for Client by: |
| | |
| Name: Sirpa Hall, P.E. | Name: |
| Title: Sr. Business Vice President | Title: Chairperson |

END OF WORK ORDER

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**OLD BUSINESS
ITEM H-3**

PREPARED BY: Manuel Almira Executive Director March 7, 2018

SUBJECT: CCNA Engineering Agreements

BACKGROUND: On August 17, 2017, the Board directed Port Staff to advertise for a Request for Qualifications under the CCNA process for Engineering Services firms for Study Activity under \$200,000, Projects Not to Exceed \$2.0 million, and Work of a Specified Nature. The Request for Qualifications for Professional Engineering Services was issued on October 9, 2017 with responses due by November 6, 2017.

At the December 21, 2017 Board Meeting, the Board selected four companies to make presentations at the January 18, 2018 Board Meeting. At that meeting, after the presentations, the Board ranked the firms and requested that the Port's Executive Director enter into negotiations with the first ranked firms in each of the three categories. Since that time, Port staff has met and negotiated with E. C. Fennell for both Study Activity under \$200,000 and Projects Not to Exceed \$2.0 million, and with Kimley-Horn on Work of a Specified Nature.

These negotiations have been successful with both firms. Uniform contracts, including both terms and fee rates, have been agreed upon and are reflected in the attached agreements submitted for your approval.

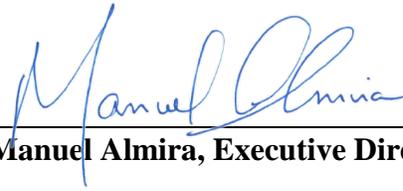
ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: The Board of Commissioners of the Port of Palm Beach is respectfully requested to approve the CCNA Engineering Services Agreements as follows:

| | |
|---|---------------|
| Study Activity Under \$200,000 with | E. C. Fennell |
| Projects Not to Exceed \$2.0 million with | E. C. Fennell |
| Work of a Specified Nature with | Kimley-Horn |

FINANCIAL IMPACT: NONE

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

Disapproved: _____

Deferred To: _____

Incorporated into Minutes: _____

Motion By: _____

Seconded By: _____

Unanimous: Yes _____ No _____

By: _____

**CONTINUING CONTRACT UNDER FLORIDA
STATUTE §287.055 (CCNA) - STUDY ACTIVITY**

Between

PORT OF PALM BEACH DISTRICT

and

**E.C. FENNELL, P.A., A FLORIDA PROFESSIONAL
ASSOCIATION**

MARCH __, 2018

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CONTINUING CONTRACT UNDER CCNA FOR STUDY ACTIVITY

This Continuing Contract (“Agreement”), effective this MARCH ___, 2018, is by between PORT OF PALM BEACH DISTRICT (“Client”), 1 East 11th Street, Riviera Beach, Florida 33404 and E.C. FENNELL, P.A., A FLORIDA PROFESSIONAL ASSOCIATION (“Firm”), having an address of 701 Northpoint Pkwy #110, West Palm Beach, FL 33407.

This is a non-exclusive agreement for both parties, as to the Services and otherwise. CLIENT reserves the right to go through the CCNA Process (if required) or use any existing Continuing Contract, as to all or any of the Services.

PROHIBITION AGAINST CONTINGENT FEES

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration

Article One Services

Section 1.01 Services.

Under this Agreement FIRM shall perform the following services (“Services”) when and as authorized by the CLIENT on a Work Order basis:

Study activity where the fee for professional services for each individual study does not exceed \$200,000.

Article Two

Compensation Schedule

Section 2.01 Compensation for Services:

For all “Services” outlined above and below within the agreed to and established Work Orders or annual allowances FIRM shall be paid in accordance with: FIRM shall be paid on either a Lump Sum or Time and Materials basis, as determined by CLIENT. Lump Sum Work Orders shall be developed based on time estimates showing the applicable hourly rates contained in the Fee Schedule, which estimates shall be provided to CLIENT for CLIENT’s evaluation, however, the Lump Sum, once agreed, shall be fixed, based on the agreed upon scope of services, regardless of time expended. Time and Materials Work Orders shall include a “Not to Exceed Amount”.

The agreed to basis of compensation will be written into each Work Order. The Lump Sum basis of compensation will generally be used for tasks within Work Orders that have a well-defined scope of services. The Time and Materials basis of compensation will generally be used for tasks within Work Orders where the scope of services is not well-defined prior to the execution of the Work Order.

All Work Orders shall be limited, either by the Lump Sum amount agreed by CLIENT and FIRM, or by the “Not to Exceed” Amount. The Lump Sum amount shall be determined based on time estimates based the hourly rates in the Fee Schedule, however, the Lump Sum, once agreed, shall be fixed, based on the agreed upon scope of services, regardless of time expended.

FIRM shall NOT be reimbursed for travel expenses, mileages, subsistence, field equipment costs, reproduction, postage and any other expense related to the “Services” rendered, unless approved in advance by CLIENT.

Compensation shall be based on the Fee Schedule attached as ATTACHMENT A. The hourly rates contained in the Fee Schedule will be held until June 30th, 2019 and then increase annually at a 3% rate.

Section 2.02 Compensation for Reproduction Services:

CLIENT shall be responsible only for the cost of reproduction of review and final surveys, review and final bid documents and review and final contract sets. CLIENT, at election of the Executive Director or Deputy Director or Port Engineer, may have an outside third party vendor provide reproduction services, and either pay such vendor directly or have the cost as a straight FIRM pass-through. All other copying costs shall be at the expense of the FIRM, unless written approval for the copy cost is given by the Executive Director or Deputy Director or Port Engineer. There shall be no charge to CLIENT for scanning of documents.

Article Three Terms of Payment

Section 3.01 Invoices

FIRM will submit invoices for each Work Order to CLIENT each month covering Services completed to date and, as applicable, for materials and equipment delivered and stored on-site or off-site. Each invoice will be prepared in FIRM's standard form and supported by documentation according to FIRM's standard practice. Within 30 (thirty) days of receipt of the invoice, CLIENT shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within 15 days, only that portion so reasonably contested may be withheld from payment.

Section 3.02 Time of Payment

Invoices are due and payable within 30 days after receipt by CLIENT.

Section 3.03 Delay in Payment

If CLIENT fails to pay FIRM within 30 calendar days after receipt of any invoice, FIRM will be entitled any or all to the following:

(a) Interest: CLIENT will be charged interest at the rate of 1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 calendar days after receipt of invoice. Payments will first be credited to interest and then to principal; provided, that in the event that the invoice has been disputed, interest will only apply as to that portion of the invoice with respect to which FIRM has prevailed.

(b) Suspension of Work: If CLIENT fails to make payment in full within 30 calendar days of the date due for any undisputed billing, FIRM may, after giving 7 calendar days' written notice to CLIENT, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, FIRM will have no liability to CLIENT for delays or damages caused by CLIENT because of such suspension. FIRM shall be entitled to an adjustment in compensation and the work schedule for the affected Work Order pursuant to Article Six.

Article Four Obligations of Firm

Section 4.01 Independent Contractor; Subcontracts

(a) FIRM represents that it is an independent contractor and will perform services pursuant to each Work Order as an independent contractor and not as an agent or employee of CLIENT.

(b) With prior written consent of Executive Director of CLIENT on a project by project ("Project") basis or through indication in a Work Order, FIRM may retain such other subconsultants or subcontractors as it may deem desirable for proper and timely performance of

Services. FIRM shall be responsible for the management of the subcontractors and subconsultants in the performance of their work fully as though such work had been performed directly by FIRM.

Section 4.02 Standard of Care:

The standard of care applicable to FIRM's engineering or related services will be the degree of skill and diligence normally employed by reputable professional engineers or consultants performing the same or similar Services in Palm Beach County, Florida, at the time said services are performed. FIRM will reperform any engineering or related services not meeting this standard without additional compensation.

Section 4.03 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Work Order cost and/or execution. These conditions and cost/execution effects are not the responsibility of FIRM.

Section 4.04 MWBE Representations

During the selection process through which FIRM was selected for this Agreement, FIRM made representations as to how it would assist the Port of Palm Beach District in achieving District's goal of 12% M/WBE participation in professional services. Within thirty days of request by District, FIRM shall provide such records as requested by District as will enable District to determine FIRM's success in assisting District with its M/WBE goals.

Section 4.05 FIRM's Personnel at Construction Site

(a) The presence or duties of FIRM's personnel at a construction site, whether as onsite representatives or otherwise, do not make FIRM or FIRM's personnel in any way responsible for those duties that belong to CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work; however, if FIRM has a Work Order with respect to the project that includes in its scope of work, observation of construction contractor's work, FIRM's duties do include providing immediate written notice to CLIENT of failure of such construction contractors to abide by their obligations, duties and responsibilities related to compliance to the design documents and construction quality to the extent that FIRM observes such failures.

(b) FIRM and FIRM's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except FIRM's own personnel.

(c) The presence of FIRM's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). FIRM neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents; however, if FIRM has a Work Order with respect to the project that includes in its scope of work, observation of construction contractor's work, FIRM's duties do include providing immediate written notice to CLIENT of failure of such construction contractors to abide by their obligations, duties and responsibilities related to compliance to the design documents and construction quality to the extent that FIRM observes such failures.

Section 4.06 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, FIRM has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, FIRM makes no warranty that CLIENT's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from FIRM's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

Section 4.07 Construction Progress Payments

Recommendations by FIRM to CLIENT for periodic construction progress payments to the construction contractor(s) will be based on FIRM's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by FIRM to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that FIRM has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

Section 4.08 Reliance on Third Party Work

It is intended that FIRM's work be relied upon by CLIENT and CLIENT's contractors. Thus, if FIRM's work relies on information supplied by third parties or CLIENT, FIRM cannot raise the defense that the information was provided by others (including by CLIENT), and FIRM shall be responsible for any damages resulting from such reliance if the information is incorrect. If FIRM believes that any third party information should be verified before incorporation into FIRM's work product, then FIRM shall separately list all information provided by third parties or CLIENT, and CLIENT will have responsibility for advising FIRM whether the information should

be relied on or whether further verification is required. Should further verification become necessary CLIENT shall compensate FIRM for this verification as part of a Work Order. Anyone and any entity hired or paid by FIRM (i.e. any of FIRM's subcontractors) shall be considered the FIRM, and not considered a "third party" for purposes of this Section. Further, the accuracy of any information arising from work previously performed by FIRM, under this Contract or any other contract between FIRM and CLIENT (and any work performed by FIRM as a subcontractor of another contractor of CLIENT), shall be the responsibility of FIRM as it relates to the scope of work performed on a project. Third party items not verified by FIRM will not be the responsibility of the FIRM if used by others. For Design work performed by FIRM and constructed by others where FRIM was not contracted by CLIENT or CLIENT's contractor to prepare record information, FIRM shall not be responsible for the accuracy of the record information.

Section 4.09 Access to FIRM's Accounting Records

FIRM will maintain accounting records, in accordance with generally accepted accounting principles. Records relating to a Work Order will be available to CLIENT during FIRM's normal business hours for a period of 2 years after FIRM's final invoice pursuant to that Work Order for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. Only audit cost-reimbursable items will be subject to audit.

Section 4.10 FIRM's Insurance

FIRM will maintain throughout this Agreement the following insurance:

(a) Worker's compensation employer's liability insurance as required by the state where the work is performed and Employer's Liability with a limit of \$1,000,000.

(b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$5,000,000 combined single limits.

(c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of FIRM or of any of its employees, agents, or subcontractors, with \$5,000,000 per occurrence and in the aggregate.

(d) When furnishing engineering or engineering related services, professional liability (aka errors and omissions insurance) of \$5,000,000 per occurrence and in the aggregate.

CLIENT will be named as an additional insured with respect to FIRM's liabilities hereunder in insurance coverages identified in items (b) and (c) and FIRM waives subrogation against CLIENT as to said policies, except as to the coverages in (a) and (d). FIRM shall provide certificates on insurance evidencing the coverages in (a) though (d) to CLIENT within ten (10) business days after execution of this Agreement. Should any of the above-described policies be cancelled before the expiration date thereof, FIRM shall cease all Work under any Work Order until further written notice from CLIENT, and written notice of the cancellation will be delivered to CLIENT within ten (10) business days of the cancellation.

Article Five

Obligations of Client

Section 5.01 CLIENT-Furnished Data

CLIENT will provide to FIRM all data in CLIENT's possession relating to FIRM's Services. FIRM shall not rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT, and shall conduct such testing and evaluations as it deems necessary to comply with the standard of care provided for under this Agreement.

Section 5.02 Access to Facilities and Property

CLIENT will make its facilities accessible to FIRM as required for FIRM's performance of its services and will provide labor and safety equipment as required by FIRM for such access. CLIENT will perform, at no cost to FIRM, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with FIRM's services; provided, that FIRM shall, at its sole expense, be responsible for complying with all security requirements, including without limitation, badging.

Section 5.03 Advertisements, Permits, and Access

Unless otherwise agreed to in the Work Order, CLIENT will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for FIRM's services or Project construction.

Section 5.04 Timely Review

CLIENT will examine FIRM's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

Section 5.05 Prompt Notice

CLIENT will give prompt written notice to FIRM whenever CLIENT observes or becomes aware of any development that affects the scope or timing of FIRM's Services, or of any defect in the work of FIRM or construction contractors.

Section 5.06 Asbestos or Hazardous Substances

(a) If asbestos or hazardous substances in any form are encountered or suspected, FIRM will stop its own work in the affected portions of the Project to permit testing and evaluation.

(b) CLIENT recognizes that FIRM assumes no risk and/or liability for a waste or hazardous waste site originated by other than FIRM.

Section 5.07 Litigation Assistance

Article One, Services generally, does not include costs of FIRM for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CLIENT. All such Services required or requested of FIRM by CLIENT, except for suits or claims between the parties to this Agreement, will be reimbursed as mutually agreed.

Section 5.08 Changes

CLIENT may make or approve changes within the scope of Services under a Work Order. If such changes affect FIRM's cost of or time for performance of the Services, an equitable adjustment will be made through an amendment to the affected Work Order.

Article Six Termination for Convenience

CLIENT may, for any reason whatsoever, terminate performance by the FIRM under this Agreement, and under any Work Order or portion thereof, for convenience. CLIENT shall give written notice of such termination to the FIRM specifying when termination becomes effective, which may be immediately. The FIRM shall incur no further obligations in connection with the Work and the FIRM shall stop Work when such termination becomes effective. The FIRM shall also terminate outstanding orders and subcontracts. The FIRM shall transfer title and deliver to CLIENT such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as the FIRM has. When terminated for convenience, the FIRM shall be paid for portions of the Work completed through the date of notice of Termination.

Article Seven General Legal Provisions

Section 7.01 Authorization to Proceed

Execution of the Work Order by CLIENT will be authorization for FIRM to proceed with the Services, unless otherwise provided in the Work Order.

Section 7.02 Reuse of Project Documents

All reports, drawings, specifications, documents, and other deliverables of FIRM, whether in hard copy or in electronic form, are instruments of service for the pertinent Work Order, whether the Work Order is completed or not; however, all such materials shall be the property of the CLIENT and can be reused by CLIENT in whole or in part, at CLIENT's own risk without cost to CLIENT or liability to FIRM. CLIENT agrees to indemnify FIRM and FIRM's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the

reuse, change or alteration of these Work Order documents, unless such reuse, change or alteration has been approved by FIRM in writing.

Section 7.03 Delay

In the event that a party (“Delayed Party”) is delayed in performance of its obligations hereunder, by any act or neglect of the other party (“Other Party”) or for whom such Other Party is responsible or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of the Other Party, then FIRM’s compensation and the work schedule for an affected Work Order shall be equitably adjusted. In the event delays to the Work Order work is encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

Section 7.04 Limitations of Liability

(a) To the maximum extent permitted by law, FIRM's liability for CLIENT's damages under any Work Order will not, in the aggregate, exceed the greater of (i) Work Order value, or (ii) the limits of the FIRM’S required insurance under Section 4.10(d), whether such liability arises out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

(b) To the maximum extent permitted by law, FIRM and FIRM's affiliated corporations, officers, employees, and subcontractors shall not be liable for CLIENT’s special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect FIRM against indirect liability or third-party proceedings, CLIENT will indemnify FIRM for any such damages.

(c) This article takes precedence over any conflicting article of this Agreement or any document incorporated into it or referenced by it.

Section 7.05 No Third-Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than CLIENT and FIRM and has no third-party beneficiaries.

Section 7.06 Indemnification

(a) FIRM agrees to indemnify CLIENT for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of FIRM, FIRM's employees, affiliated corporations, and subcontractors in connection with Services performed under Work Order issued hereunder, with the foregoing limited as provided by Florida Statute and Constitution.

(b) CLIENT agrees to indemnify FIRM from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CLIENT, or its employees or contractors in connection with Work Orders issued hereunder, with the foregoing limited as provided by Florida Statute and Constitution.

Section 7.07 Assignment

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement or Work Order issued pursuant to it, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

Section 7.08 Jurisdiction

The substantive law of the state of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. Venue in any action hereunder shall be state court in Palm Beach County, Florida.

Section 7.09 Severability and Survival

If any of the provisions of this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

Section 7.10 Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site within 60 calendar days of Work Order close-out unless agreed to otherwise. CLIENT recognizes and agrees that FIRM is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

Section 7.11 FIRM's Deliverables

FIRM's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by FIRM are for CLIENT or others' convenience, but shall always be available to CLIENT upon request. Any conclusions or information derived or obtained from these files will be at user's sole risk.

Section 7.12 Dispute Resolution

Any controversy, dispute or claim arising hereunder or out of, or relating to this Agreement, or the breach hereof, or regarding the failure or refusal to perform the whole or any part of this Agreement, shall be settled by "fast track" arbitration in Palm Beach County, Florida, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Any decision made by an arbitrator or by arbitrators under this provision shall be enforceable as a final and binding decision as if it were a final decision or decree of a court of competent jurisdiction. This Agreement does not provide for attorneys' fees, and the arbitration award shall not include attorneys' fees.

Section 7.13 Entire Agreement

This Agreement, including its attachments and schedules, if any, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

Section 7.14 Jury Trial

The parties each waive trial by jury with regard to any matter arising hereunder or in connection herewith, as against each other, regardless of whether any third party to such matter shall have a right to trial by jury.

Section 7.15 Non-Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other breach or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce, at any time, any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require, at any time, performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, or in any way affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

WITNESSES:

DISTRICT:
PORT OF PALM BEACH DISTRICT

Printed Name of
Witness:_____

BY _____

Printed Name of
Witness:_____

FIRM:
E.C. FENNELL, P.A., A FLORIDA
PROFESSIONAL ASSOCIATION

Printed Name of
Witness:_____

BY _____
Everett C. Fennell, President

Printed Name of
Witness:_____

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, who is personally known to me or who produced Florida Driver's license as identification, as Chairman of PORT OF PALM BEACH DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

NOTARY PUBLIC
My commission expires:

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Everett C. Fennell, who is personally known to me or who produced Florida Driver's license _____ as identification, as President of E.C. FENNELL, P.A., A FLORIDA PROFESSIONAL ASSOCIATION.

[SEAL]

NOTARY PUBLIC
My commission expires:

APPROVED FOR LEGAL SUFFICIENCY:

Gregory C. Picken, Esq.
Gary, Dytrych & Ryan, P.A.

**PORT OF PALM BEACH DISTRICT
CONSULTANT WORK ORDER
PREPARED BY FIRM**

WORK ORDER NO: 20__-XXX

JOB NAME: *[INSERT PROJECT NAME]*

This WORK Order is issued by THE PORT OF PALM BEACH (CLIENT) pursuant to the Continuing Contract Under Florida Statute §287.055 for Professional Services – STUDY ACTIVITY, between FIRM (CONSULTANT) and the Port of Palm Beach District (CLIENT), MARCH __, 2018, which is incorporated herein by this reference for the below SERVICES:

BACKGROUND

[INSERT PROJECT DESCRIPTION AND BACKGROUND]

1. SCOPE OF WORK

CONSULTANT will perform the following service:

[INSERT WORK ORDER SPECIFIC SCOPE OF WORK / SERVICES]

2. TIME OF COMPLETION

All Times of Completion are subject to exceptions for delays which are beyond the control of CONSULTANT.

[INSERT WORK ORDER SPECIFIC SCHEDULE FOR THE SCOPE OF WORK / SERVICES]

3. ASSUMPTIONS

[INSERT WORK ORDER SPECIFIC ASSUMPTIONS AND/OR EXCLUSIONS FOR THE SCOPE OF WORK / SERVICES IF ANY]

4. COMPENSATION

CONSULTANT will be compensated under the terms of the **Continuing Contract Under Florida Statute §287.055 for Professional Services – Study Activity, between FIRM (CONSULTANT) and the Port of Palm Beach District (CLIENT), MARCH __, 2018, which is incorporated herein by this reference for the below SERVICES.**

CHECK ONE ONLY:

- THIS IS A FIXED LUMP SUM WORK ORDER: THE LUMP SUM IS \$_____.
- THIS IS A TIME AND MATERIALS WORK ORDER WITH A SUM NOT TO EXCEED AMOUNT. THE NOT TO EXCEED AMOUNT IS \$_____.
-

| | |
|--|-----------|
| The Authorized Representatives designated below are authorized to act with respect to the Work Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives: | |
| For the CLIENT: | For FIRM |
| Name: | Name: |
| Address: | Address: |
| Telephone: | Telephone |

| | |
|--|-------------------------|
| This Work Order No. _____ is effective this (date) | |
| Accepted for FIRM by: | Accepted for CLIENT by: |
| | |
| Name | Name |
| Title | Title |

**CONTINUING CONTRACT UNDER FLORIDA
STATUTE §287.055 (CCNA) – Engineering Services For
Projects Where Construction Cost Does Not Exceed Two
Million Dollars**

Between

PORT OF PALM BEACH DISTRICT

and

**E.C. FENNELL, P.A., A FLORIDA PROFESSIONAL
ASSOCIATION**

MARCH __, 2018

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Continuing Contract Under CCNA For Engineering Services For Projects Where Construction Cost Does Not Exceed Two Million Dollars

This Continuing Contract (“Agreement”, effective this MARCH ____, 2018, is by between PORT OF PALM BEACH DISTRICT (“Client”), 1 East 11th Street, Riviera Beach, Florida 33404 and E.C. FENNELL, P.A., A FLORIDA PROFESSIONAL ASSOCIATION (“Firm”), having an address of 701 Northpoint Pkwy #110, West Palm Beach, FL 33407.

This is a non-exclusive agreement for both parties, as to the Services and otherwise. CLIENT reserves the right to go through the CCNA Process (if required) or use any existing Continuing Contract, as to all or any of the Services.

PROHIBITION AGAINST CONTINGENT FEES

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration

Article One Services

Section 1.01 Services.

Under this Agreement FIRM shall perform the following services (“Services”) when and as authorized by the CLIENT on a Work Order basis:

Engineering services for any project where the estimated construction cost of each individual project does not exceed the sum of \$2,000,000.

Article Two

Compensation Schedule

Section 2.01 Compensation for Services:

For all “Services” outlined above and below within the agreed to and established Work Orders or annual allowances FIRM shall be paid in accordance with: FIRM shall be paid on either a Lump Sum or Time and Materials basis, as determined by CLIENT. Lump Sum Work Orders shall be developed based on time estimates showing the applicable hourly rates contained in the Fee Schedule, which estimates shall be provided to CLIENT for CLIENT’s evaluation, however, the Lump Sum, once agreed, shall be fixed, based on the agreed upon scope of services, regardless of time expended. Time and Materials Work Orders shall include a “Not to Exceed Amount”.

The agreed to basis of compensation will be written into each Work Order. The Lump Sum basis of compensation will generally be used for tasks within Work Orders that have a well-defined scope of services. The Time and Materials basis of compensation will generally be used for tasks within Work Orders where the scope of services is not well-defined prior to the execution of the Work Order.

All Work Orders shall be limited, either by the Lump Sum amount agreed by CLIENT and FIRM, or by the “Not to Exceed” Amount. The Lump Sum amount shall be determined based on time estimates based the hourly rates in the Fee Schedule, however, the Lump Sum, once agreed, shall be fixed, based on the agreed upon scope of services, regardless of time expended.

FIRM shall NOT be reimbursed for travel expenses, mileages, subsistence, field equipment costs, reproduction, postage and any other expense related to the “Services” rendered, unless approved in advance by CLIENT.

Compensation shall be based on the Fee Schedule attached as ATTACHMENT A. The hourly rates contained in the Fee Schedule will be held until June 30th, 2019 and then increase annually at a 3% rate.

Section 2.02 Compensation for Reproduction Services:

CLIENT shall be responsible only for the cost of reproduction of review and final surveys, review and final bid documents and review and final contract sets. CLIENT, at election of the Executive Director or Deputy Director or Port Engineer, may have an outside third party vendor provide reproduction services, and either pay such vendor directly or have the cost as a straight FIRM pass-through. All other copying costs shall be at the expense of the FIRM, unless written approval for the copy cost is given by the Executive Director or Deputy Director or Port Engineer. There shall be no charge to CLIENT for scanning of documents.

Article Three Terms of Payment

Section 3.01 Invoices

FIRM will submit invoices for each Work Order to CLIENT each month covering Services completed to date and, as applicable, for materials and equipment delivered and stored on-site or off-site. Each invoice will be prepared in FIRM's standard form and supported by documentation according to FIRM's standard practice. Within 30 (thirty) days of receipt of the invoice, CLIENT shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within 15 days, only that portion so reasonably contested may be withheld from payment.

Section 3.02 Time of Payment

Invoices are due and payable within 30 days after receipt by CLIENT.

Section 3.03 Delay in Payment

If CLIENT fails to pay FIRM within 30 calendar days after receipt of any invoice, FIRM will be entitled any or all to the following:

(a) Interest: CLIENT will be charged interest at the rate of 1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 calendar days after receipt of invoice. Payments will first be credited to interest and then to principal; provided, that in the event that the invoice has been disputed, interest will only apply as to that portion of the invoice with respect to which FIRM has prevailed.

(b) Suspension of Work: If CLIENT fails to make payment in full within 30 calendar days of the date due for any undisputed billing, FIRM may, after giving 7 calendar days' written notice to CLIENT, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, FIRM will have no liability to CLIENT for delays or damages caused by CLIENT because of such suspension. FIRM shall be entitled to an adjustment in compensation and the work schedule for the affected Work Order pursuant to Article Six.

Article Four Obligations of Firm

Section 4.01 Independent Contractor; Subcontracts

(a) FIRM represents that it is an independent contractor and will perform services pursuant to each Work Order as an independent contractor and not as an agent or employee of CLIENT.

(b) With prior written consent of Executive Director of CLIENT on a project by project ("Project") basis or through indication in a Work Order, FIRM may retain such other subconsultants or subcontractors as it may deem desirable for proper and timely performance of

Services. FIRM shall be responsible for the management of the subcontractors and subconsultants in the performance of their work fully as though such work had been performed directly by FIRM.

Section 4.02 Standard of Care:

The standard of care applicable to FIRM's engineering or related services will be the degree of skill and diligence normally employed by reputable professional engineers or consultants performing the same or similar Services in Palm Beach County, Florida, at the time said services are performed. FIRM will reperform any engineering or related services not meeting this standard without additional compensation.

Section 4.03 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Work Order cost and/or execution. These conditions and cost/execution effects are not the responsibility of FIRM.

Section 4.04 MWBE Representations

During the selection process through which FIRM was selected for this Agreement, FIRM made representations as to how it would assist the Port of Palm Beach District in achieving District's goal of 12% M/WBE participation in professional services. Within thirty days of request by District, FIRM shall provide such records as requested by District as will enable District to determine FIRM's success in assisting District with its M/WBE goals.

Section 4.05 FIRM's Personnel at Construction Site

(a) The presence or duties of FIRM's personnel at a construction site, whether as onsite representatives or otherwise, do not make FIRM or FIRM's personnel in any way responsible for those duties that belong to CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work; however, if FIRM has a Work Order with respect to the project that includes in its scope of work, observation of construction contractor's work, FIRM's duties do include providing immediate written notice to CLIENT of failure of such construction contractors to abide by their obligations, duties and responsibilities related to compliance to the design documents and construction quality to the extent that FIRM observes such failures.

(b) FIRM and FIRM's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except FIRM's own personnel.

(c) The presence of FIRM's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). FIRM neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents; however, if FIRM has a Work Order with respect to the project that includes in its scope of work, observation of construction contractor's work, FIRM's duties do include providing immediate written notice to CLIENT of failure of such construction contractors to abide by their obligations, duties and responsibilities related to compliance to the design documents and construction quality to the extent that FIRM observes such failures.

Section 4.06 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, FIRM has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, FIRM makes no warranty that CLIENT's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from FIRM's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

Section 4.07 Construction Progress Payments

Recommendations by FIRM to CLIENT for periodic construction progress payments to the construction contractor(s) will be based on FIRM's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by FIRM to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that FIRM has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

Section 4.08 Reliance on Third Party Work

It is intended that FIRM's work be relied upon by CLIENT and CLIENT's contractors. Thus, if FIRM's work relies on information supplied by third parties or CLIENT, FIRM cannot raise the defense that the information was provided by others (including by CLIENT), and FIRM shall be responsible for any damages resulting from such reliance if the information is incorrect. If FIRM believes that any third party information should be verified before incorporation into FIRM's work product, then FIRM shall separately list all information provided by third parties or CLIENT, and CLIENT will have responsibility for advising FIRM whether the information should

be relied on or whether further verification is required. Should further verification become necessary CLIENT shall compensate FIRM for this verification as part of a Work Order. Anyone and any entity hired or paid by FIRM (i.e. any of FIRM's subcontractors) shall be considered the FIRM, and not considered a "third party" for purposes of this Section. Further, the accuracy of any information arising from work previously performed by FIRM, under this Contract or any other contract between FIRM and CLIENT (and any work performed by FIRM as a subcontractor of another contractor of CLIENT), shall be the responsibility of FIRM as it relates to the scope of work performed on a project. Third party items not verified by FIRM will not be the responsibility of the FIRM if used by others. For Design work performed by FIRM and constructed by others where FRIM was not contracted by CLIENT or CLIENT's contractor to prepare record information, FIRM shall not be responsible for the accuracy of the record information.

Section 4.09 Access to FIRM's Accounting Records

FIRM will maintain accounting records, in accordance with generally accepted accounting principles. Records relating to a Work Order will be available to CLIENT during FIRM's normal business hours for a period of 2 years after FIRM's final invoice pursuant to that Work Order for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. Only audit cost-reimbursable items will be subject to audit.

Section 4.10 FIRM's Insurance

FIRM will maintain throughout this Agreement the following insurance:

(a) Worker's compensation employer's liability insurance as required by the state where the work is performed and Employer's Liability with a limit of \$1,000,000.

(b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$5,000,000 combined single limits.

(c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of FIRM or of any of its employees, agents, or subcontractors, with \$5,000,000 per occurrence and in the aggregate.

(d) When furnishing engineering or engineering related services, professional liability (aka errors and omissions insurance) of \$5,000,000 per occurrence and in the aggregate.

CLIENT will be named as an additional insured with respect to FIRM's liabilities hereunder in insurance coverages identified in items (b) and (c) and FIRM waives subrogation against CLIENT as to said policies, except as to the coverages in (a) and (d). FIRM shall provide certificates on insurance evidencing the coverages in (a) though (d) to CLIENT within ten (10) business days after execution of this Agreement. Should any of the above-described policies be cancelled before the expiration date thereof, FIRM shall cease all Work under any Work Order until further written notice from CLIENT, and written notice of the cancellation will be delivered to CLIENT within ten (10) business days of the cancellation.

Article Five

Obligations of Client

Section 5.01 CLIENT-Furnished Data

CLIENT will provide to FIRM all data in CLIENT's possession relating to FIRM's Services. FIRM shall not rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT, and shall conduct such testing and evaluations as it deems necessary to comply with the standard of care provided for under this Agreement.

Section 5.02 Access to Facilities and Property

CLIENT will make its facilities accessible to FIRM as required for FIRM's performance of its services and will provide labor and safety equipment as required by FIRM for such access. CLIENT will perform, at no cost to FIRM, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with FIRM's services; provided, that FIRM shall, at its sole expense, be responsible for complying with all security requirements, including without limitation, badging.

Section 5.03 Advertisements, Permits, and Access

Unless otherwise agreed to in the Work Order, CLIENT will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for FIRM's services or Project construction.

Section 5.04 Timely Review

CLIENT will examine FIRM's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

Section 5.05 Prompt Notice

CLIENT will give prompt written notice to FIRM whenever CLIENT observes or becomes aware of any development that affects the scope or timing of FIRM's Services, or of any defect in the work of FIRM or construction contractors.

Section 5.06 Asbestos or Hazardous Substances

(a) If asbestos or hazardous substances in any form are encountered or suspected, FIRM will stop its own work in the affected portions of the Project to permit testing and evaluation.

(b) CLIENT recognizes that FIRM assumes no risk and/or liability for a waste or hazardous waste site originated by other than FIRM.

Section 5.07 Litigation Assistance

Article One, Services generally, does not include costs of FIRM for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CLIENT. All such Services required or requested of FIRM by CLIENT, except for suits or claims between the parties to this Agreement, will be reimbursed as mutually agreed.

Section 5.08 Changes

CLIENT may make or approve changes within the scope of Services under a Work Order. If such changes affect FIRM's cost of or time for performance of the Services, an equitable adjustment will be made through an amendment to the affected Work Order.

Article Six Termination for Convenience

CLIENT may, for any reason whatsoever, terminate performance by the FIRM under this Agreement, and under any Work Order or portion thereof, for convenience. CLIENT shall give written notice of such termination to the FIRM specifying when termination becomes effective, which may be immediately. The FIRM shall incur no further obligations in connection with the Work and the FIRM shall stop Work when such termination becomes effective. The FIRM shall also terminate outstanding orders and subcontracts. The FIRM shall transfer title and deliver to CLIENT such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as the FIRM has. When terminated for convenience, the FIRM shall be paid for portions of the Work completed through the date of notice of Termination.

Article Seven General Legal Provisions

Section 7.01 Authorization to Proceed

Execution of the Work Order by CLIENT will be authorization for FIRM to proceed with the Services, unless otherwise provided in the Work Order.

Section 7.02 Reuse of Project Documents

All reports, drawings, specifications, documents, and other deliverables of FIRM, whether in hard copy or in electronic form, are instruments of service for the pertinent Work Order, whether the Work Order is completed or not; however, all such materials shall be the property of the CLIENT and can be reused by CLIENT in whole or in part, at CLIENT's own risk without cost to CLIENT or liability to FIRM. CLIENT agrees to indemnify FIRM and FIRM's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the

reuse, change or alteration of these Work Order documents, unless such reuse, change or alteration has been approved by FIRM.

Section 7.03 Delay

In the event that a party (“Delayed Party”) is delayed in performance of its obligations hereunder, by any act or neglect of the other party (“Other Party”) or for whom such Other Party is responsible or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of the Other Party, then FIRM’s compensation and the work schedule for an affected Work Order shall be equitably adjusted. In the event delays to the Work Order work is encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

Section 7.04 Limitations of Liability

(a) To the maximum extent permitted by law, FIRM's liability for CLIENT's damages under any Work Order will not, in the aggregate, exceed the greater of (i) Work Order value, or (ii) the limits of the FIRM’S required insurance under Section 4.10(d), whether such liability arises out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

(b) To the maximum extent permitted by law, FIRM and FIRM's affiliated corporations, officers, employees, and subcontractors shall not be liable for CLIENT’s special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect FIRM against indirect liability or third-party proceedings, CLIENT will indemnify FIRM for any such damages.

(c) This article takes precedence over any conflicting article of this Agreement or any document incorporated into it or referenced by it.

Section 7.05 No Third-Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than CLIENT and FIRM and has no third-party beneficiaries.

Section 7.06 Indemnification

(a) FIRM agrees to indemnify CLIENT for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of FIRM, FIRM's employees, affiliated corporations, and subcontractors in connection with Services performed under Work Order issued hereunder, with the foregoing limited as provided by Florida Statute and Constitution.

(b) CLIENT agrees to indemnify FIRM from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CLIENT, or its employees or contractors in connection with Work Orders issued hereunder, with the foregoing limited as provided by Florida Statute and Constitution.

Section 7.07 Assignment

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement or Work Order issued pursuant to it, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

Section 7.08 Jurisdiction

The substantive law of the state of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. Venue in any action hereunder shall be state court in Palm Beach County, Florida.

Section 7.09 Severability and Survival

If any of the provisions of this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

Section 7.10 Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site within 60 calendar days of Work Order close-out unless agreed to otherwise. CLIENT recognizes and agrees that FIRM is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

Section 7.11 FIRM's Deliverables

FIRM's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by FIRM are for CLIENT or others' convenience, but shall always be available to CLIENT upon request. Any conclusions or information derived or obtained from these files will be at user's sole risk.

Section 7.12 Dispute Resolution

Any controversy, dispute or claim arising hereunder or out of, or relating to this Agreement, or the breach hereof, or regarding the failure or refusal to perform the whole or any part of this Agreement, shall be settled by "fast track" arbitration in Palm Beach County, Florida, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Any decision made by an arbitrator or by arbitrators under this provision shall be enforceable as a final and binding decision as if it were a final decision or decree of a court of competent jurisdiction. This Agreement does not provide for attorneys' fees, and the arbitration award shall not include attorneys' fees.

Section 7.13 Entire Agreement

This Agreement, including its attachments and schedules, if any, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

Section 7.14 Jury Trial

The parties each waive trial by jury with regard to any matter arising hereunder or in connection herewith, as against each other, regardless of whether any third party to such matter shall have a right to trial by jury.

Section 7.15 Non-Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other breach or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce, at any time, any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require, at any time, performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, or in any way affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

WITNESSES:

DISTRICT:
PORT OF PALM BEACH DISTRICT

Printed Name of
Witness:_____

BY _____

Printed Name of
Witness:_____

FIRM:
E.C. FENNELL, P.A., A FLORIDA
PROFESSIONAL ASSOCIATION

Printed Name of
Witness:_____

BY _____
Everett C. Fennell, President

Printed Name of
Witness:_____

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, who is personally known to me or who produced Florida Driver's license as identification, as Chairman of PORT OF PALM BEACH DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

NOTARY PUBLIC
My commission expires:

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Everett C. Fennell, who is personally known to me or who produced Florida Driver's license _____ as identification, as President of E.C. FENNELL, P.A., A FLORIDA PROFESSIONAL ASSOCIATION.

[SEAL]

NOTARY PUBLIC
My commission expires:

APPROVED FOR LEGAL SUFFICIENCY:

Gregory C. Picken, Esq.
Gary, Dytrych & Ryan, P.A.

**PORT OF PALM BEACH DISTRICT
CONSULTANT WORK ORDER
PREPARED BY FIRM**

WORK ORDER NO: 20__-XXX

JOB NAME: *[INSERT PROJECT NAME]*

This WORK Order is issued by THE PORT OF PALM BEACH (CLIENT) pursuant to the Continuing Contract Under Florida Statute §287.055 for Professional Services – Engineering Services For Projects Where Construction Cost Does Not Exceed Two Million Dollars, between FIRM (CONSULTANT) and the Port of Palm Beach District (CLIENT), MARCH __, 2018, which is incorporated herein by this reference for the below SERVICES:

BACKGROUND

[INSERT PROJECT DESCRIPTION AND BACKGROUND]

1. SCOPE OF WORK

CONSULTANT will perform the following service:

[INSERT WORK ORDER SPECIFIC SCOPE OF WORK / SERVICES]

2. TIME OF COMPLETION

All Times of Completion are subject to exceptions for delays which are beyond the control of CONSULTANT.

[INSERT WORK ORDER SPECIFIC SCHEDULE FOR THE SCOPE OF WORK / SERVICES]

3. ASSUMPTIONS

[INSERT WORK ORDER SPECIFIC ASSUMPTIONS AND/OR EXCLUSIONS FOR THE SCOPE OF WORK / SERVICES IF ANY]

4. COMPENSATION

CONSULTANT will be compensated under the terms of the **Continuing Contract Under Florida Statute §287.055 for Professional Services – Engineering Services For Projects Where Construction Cost Does Not Exceed Two Million Dollars**, between FIRM (CONSULTANT) and the Port of Palm Beach District (CLIENT), MARCH __, 2018, which is incorporated herein by this reference for the below SERVICES.

CHECK ONE ONLY:

- THIS IS A FIXED LUMP SUM WORK ORDER: THE LUMP SUM IS \$_____.

 - THIS IS A TIME AND MATERIALS WORK ORDER WITH A SUM NOT TO EXCEED AMOUNT. THE NOT TO EXCEED AMOUNT IS \$_____.
-

The Authorized Representatives designated below are authorized to act with respect to the Work Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:

| For the CLIENT: | For FIRM |
|-----------------|-----------|
| Name: | Name: |
| Address: | Address: |
| Telephone: | Telephone |

| | |
|--|-------------------------|
| This Work Order No. _____ is effective this (date) | |
| Accepted for FIRM by: | Accepted for CLIENT by: |
| | |
| Name | Name |
| Title | Title |

**CONTINUING CONTRACT UNDER FLORIDA
STATUTE §287.055 (CCNA) - WORK OF A SPECIFIED
NATURE**

Between

PORT OF PALM BEACH DISTRICT

and

**KIMLEY-HORN AND ASSOCIATES, INC., A
NORTH CAROLINA CORPORATION**

MARCH __, 2018

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Continuing Contract Under CCNA For WORK OF A SPECIFIED NATURE

This Continuing Contract (“Agreement”, effective this MARCH ____, 2018, is by between PORT OF PALM BEACH DISTRICT (“Client”), 1 East 11th Street, Riviera Beach, Florida 33404 and KIMLEY-HORN AND ASSOCIATES, INC., A NORTH CAROLINA CORPORATION (“Firm”), having an address of 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411.

This is a non-exclusive agreement for both parties, as to the Services and otherwise. CLIENT reserves the right to go through the CCNA Process (if required) or use any existing Continuing Contract, as to all or any of the Services.

PROHIBITION AGAINST CONTINGENT FEES

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration

Article One Services

Section 1.01 Services.

Under this Agreement FIRM shall perform the following services (“Services”) when and as authorized by the CLIENT on a Work Order basis:

Scope of Services:

- (A) Work of a specified nature (as defined in Florida Statutes §287.055(2)(g)), which shall include:
 1. Port master plan development, amendment, and implementation;
 2. Conceptual and long range - planning;

3. Implementation of current and future projects in the current Capital Improvement Program;
4. Railroad expansion/improvements;
5. Site layout, parking, traffic circulation, signage, site lighting, storm water, infrastructure and utility design;
6. Paving projects;
7. Landscape design;
8. Multimodal/inter-modal transportation planning;
9. Security planning and design projects;
10. Fencing design;
11. Feasibility analysis;
12. Cost benefit analysis;
13. Regulatory permit applications and processing with the agencies;
14. Warehouse design;
15. Land use and zoning applications;
16. MOB Laydown Area design and inspection services;
17. Bulkhead replacement planning and design;
18. On-port inter-modal rail improvements planning and design;
19. Security grant projects planning and design;
20. Cargo transfer facility projects planning and design;
21. Inspection services and related engineering services during construction;
22. Design Build Criteria Package Preparation services.

Article Two Compensation Schedule

Section 2.01 Compensation for Services:

For all “Services” outlined above and below within the agreed to and established Work Orders, FIRM shall be paid on either a Lump Sum or Time and Materials basis, as determined by CLIENT. Lump Sum Work Orders shall be developed based on time estimates showing the applicable hourly rates contained in the Fee Schedule, which estimates shall be provided to CLIENT for CLIENT’s evaluation, however, the Lump Sum, once agreed, shall be fixed, based on the agreed upon scope of services, regardless of time expended. Time and Materials Work Orders shall include a “Not to Exceed Amount”.

The agreed to basis of compensation will be written into each Work Order. The Lump Sum basis of compensation will generally be used for tasks within Work Orders that have a well-defined scope of services. The Time and Materials basis of compensation will generally be used for tasks within Work Orders where the scope of services is not well-defined prior to the execution of the Work Order.

All Work Orders shall be limited, either by the Lump Sum amount agreed by CLIENT and FIRM, or by the “Not to Exceed” Amount. The Lump Sum amount shall be determined based on time estimates based the hourly rates in the Fee Schedule, however, the Lump Sum, once agreed, shall be fixed, based on the agreed upon scope of services, regardless of time expended.

FIRM shall NOT be reimbursed for travel expenses, mileages, subsistence, field equipment costs, reproduction, postage and any other expense related to the “Services” rendered, unless approved in advance by CLIENT.

Compensation shall be based on the Fee Schedule attached as ATTACHMENT A. The hourly rates contained in the Fee Schedule will be held until June 30th, 2019 and then increase annually at a 3% rate.

Section 2.02 Compensation for Reproduction Services:

CLIENT shall be responsible only for the cost of reproduction of review and final surveys, review and final bid documents and review and final contract sets. CLIENT, at election of the Executive Director or Deputy Director or Port Engineer, may have an outside third party vendor provide reproduction services, and either pay such vendor directly or have the cost as a straight FIRM pass-through. All other copying costs shall be at the expense of the FIRM, unless written approval for the copy cost is given by the Executive Director or Deputy Director or Port Engineer. There shall be no charge to CLIENT for scanning of documents.

Article Three Terms of Payment

Section 3.01 Invoices

FIRM will submit invoices for each Work Order to CLIENT each month covering Services completed to date and, as applicable, for materials and equipment delivered and stored on-site or off-site. Each invoice will be prepared in FIRM’s standard form and supported by documentation according to FIRM’s standard practice. Within 30 (thirty) days of receipt of the invoice, CLIENT shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within 15 days, only that portion so reasonably contested may be withheld from payment.

Section 3.02 Time of Payment

Invoices are due and payable within 30 days after receipt by CLIENT.

Section 3.03 Delay in Payment

If CLIENT fails to pay FIRM within 30 calendar days after receipt of any invoice, FIRM will be entitled any or all to the following:

(a) Interest: CLIENT will be charged interest at the rate of 1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 calendar days after receipt of invoice. Payments will first be credited to interest and then to principal; provided, that in the event that the invoice has been disputed, interest will only apply as to that portion of the invoice with respect to which FIRM has prevailed.

(b) Suspension of Work: If CLIENT fails to make payment in full within 30 calendar days of the date due for any undisputed billing, FIRM may, after giving 7 calendar days' written notice to CLIENT, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, FIRM will have no liability to CLIENT for delays or damages caused by CLIENT because of such suspension. FIRM shall be entitled to an adjustment in compensation and the work schedule for the affected Work Order pursuant to Article Six.

Article Four Obligations of Firm

Section 4.01 Independent Contractor; Subcontracts

(a) FIRM represents that it is an independent contractor and will perform services pursuant to each Work Order as an independent contractor and not as an agent or employee of CLIENT.

(b) With prior written consent of Executive Director of CLIENT on a project by project ("Project") basis or through indication in a Work Order, FIRM may retain such other subconsultants or subcontractors as it may deem desirable for proper and timely performance of Services. FIRM shall be responsible for the management of the subcontractors and subconsultants in the performance of their work fully as though such work had been performed directly by FIRM.

Section 4.02 Standard of Care:

The standard of care applicable to FIRM's engineering or related services will be the degree of skill and diligence normally employed by reputable professional engineers or consultants performing the same or similar Services in Palm Beach County, Florida, at the time said services are performed. FIRM will reperform any engineering or related services not meeting this standard without additional compensation.

Section 4.03 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground

conditions may occur that could affect total Work Order cost and/or execution. These conditions and cost/execution effects are not the responsibility of FIRM.

Section 4.04 MWBE Representations

During the selection process through which FIRM was selected for this Agreement, FIRM made representations as to how it would assist the Port of Palm Beach District in achieving District's goal of 12% M/WBE participation in professional services. Within thirty days of request by District, FIRM shall provide such records as requested by District as will enable District to determine FIRM's success in assisting District with its M/WBE goals.

Section 4.05 FIRM's Personnel at Construction Site

(a) The presence or duties of FIRM's personnel at a construction site, whether as onsite representatives or otherwise, do not make FIRM or FIRM's personnel in any way responsible for those duties that belong to CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work; however, if FIRM has a Work Order with respect to the project that includes in its scope of work, observation of construction contractor's work, FIRM's duties do include providing immediate written notice to CLIENT of failure of such construction contractors to abide by their obligations, duties and responsibilities related to compliance to the design documents and construction quality to the extent that FIRM observes such failures.

(b) FIRM and FIRM's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except FIRM's own personnel.

(c) The presence of FIRM's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). FIRM neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents; however, if FIRM has a Work Order with respect to the project that includes in its scope of work, observation of construction contractor's work, FIRM's duties do include providing immediate written notice to CLIENT of failure of such construction contractors to abide by their obligations, duties and responsibilities related to compliance to the design documents and construction quality to the extent that FIRM observes such failures.

Section 4.06 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, FIRM has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, FIRM makes no warranty that CLIENT's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from FIRM's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

Section 4.07 Construction Progress Payments

Recommendations by FIRM to CLIENT for periodic construction progress payments to the construction contractor(s) will be based on FIRM's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by FIRM to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that FIRM has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

Section 4.08 Reliance on Third Party Work

It is intended that FIRM's work be relied upon by CLIENT and CLIENT's contractors. Thus, if FIRM's work relies on information supplied by third parties or CLIENT, FIRM cannot raise the defense that the information was provided by others (including by CLIENT), and FIRM shall be responsible for any damages resulting from such reliance if the information is incorrect. If FIRM believes that any third party information should be verified before incorporation into FIRM's work product, then FIRM shall separately list all information provided by third parties or CLIENT, and CLIENT will have responsibility for advising FIRM whether the information should be relied on or whether further verification is required. Should further verification become necessary CLIENT shall compensate FIRM for this verification as part of a Work Order. Anyone and any entity hired or paid by FIRM (i.e. any of FIRM's subcontractors) shall be considered the FIRM, and not considered a "third party" for purposes of this Section. Further, the accuracy of any information arising from work previously performed by FIRM, under this Contract or any other contract between FIRM and CLIENT (and any work performed by FIRM as a subcontractor of another contractor of CLIENT), shall be the responsibility of FIRM as it relates to the scope of work performed on a project. Third party items not verified by FIRM will not be the responsibility of the FIRM if used by others. For Design work performed by FIRM and constructed by others where FRIM was not contracted by CLIENT or CLIENT's contractor to prepare record information, FIRM shall not be responsible for the accuracy of the record information.

Section 4.09 Access to FIRM's Accounting Records

FIRM will maintain accounting records, in accordance with generally accepted accounting principles. Records relating to a Work Order will be available to CLIENT during FIRM's normal business hours for a period of 2 years after FIRM's final invoice pursuant to that Work Order for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. Only audit cost-reimbursable items will be subject to audit.

Section 4.10 FIRM's Insurance

FIRM will maintain throughout this Agreement the following insurance:

(a) Worker's compensation employer's liability insurance as required by the state where the work is performed and Employer's Liability with a limit of \$1,000,000.

(b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$5,000,000 combined single limits.

(c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of FIRM or of any of its employees, agents, or subcontractors, with \$5,000,000 per occurrence and in the aggregate.

(d) When furnishing engineering or engineering related services, professional liability (aka errors and omissions insurance) of \$5,000,000 per occurrence and in the aggregate.

CLIENT will be named as an additional insured with respect to FIRM's liabilities hereunder in insurance coverages identified in items (b) and (c) and FIRM waives subrogation against CLIENT as to said policies, except as to the coverages in (a) and (d). FIRM shall provide certificates on insurance evidencing the coverages in (a) through (d) to CLIENT within ten (10) business days after execution of this Agreement. Should any of the above-described policies be cancelled before the expiration date thereof, FIRM shall cease all Work under any Work Order until further written notice from CLIENT, and written notice of the cancellation will be delivered to CLIENT within ten (10) business days of the cancellation.

Article Five Obligations of Client

Section 5.01 CLIENT-Furnished Data

CLIENT will provide to FIRM all data in CLIENT's possession relating to FIRM's Services. FIRM shall not rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT, and shall conduct such testing and evaluations as it deems necessary to comply with the standard of care provided for under this Agreement.

Section 5.02 Access to Facilities and Property

CLIENT will make its facilities accessible to FIRM as required for FIRM's performance of its services and will provide labor and safety equipment as required by FIRM for such access. CLIENT will perform, at no cost to FIRM, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with FIRM's services; provided, that FIRM shall, at its sole expense, be responsible for complying with all security requirements, including without limitation, badging.

Section 5.03 Advertisements, Permits, and Access

Unless otherwise agreed to in the Work Order, CLIENT will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for FIRM's services or Project construction.

Section 5.04 Timely Review

CLIENT will examine FIRM's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

Section 5.05 Prompt Notice

CLIENT will give prompt written notice to FIRM whenever CLIENT observes or becomes aware of any development that affects the scope or timing of FIRM's Services, or of any defect in the work of FIRM or construction contractors.

Section 5.06 Asbestos or Hazardous Substances

(a) If asbestos or hazardous substances in any form are encountered or suspected, FIRM will stop its own work in the affected portions of the Project to permit testing and evaluation.

(b) CLIENT recognizes that FIRM assumes no risk and/or liability for a waste or hazardous waste site originated by other than FIRM.

Section 5.07 Litigation Assistance

Article One, Services generally, does not include costs of FIRM for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CLIENT. All such Services required or requested of FIRM by CLIENT, except for suits or claims between the parties to this Agreement, will be reimbursed as mutually agreed.

Section 5.08 Changes

CLIENT may make or approve changes within the scope of Services under a Work Order. If such changes affect FIRM's cost of or time for performance of the Services, an equitable adjustment will be made through an amendment to the affected Work Order.

Article Six

Termination for Convenience

CLIENT may, for any reason whatsoever, terminate performance by the FIRM under this Agreement, and under any Work Order or portion thereof, for convenience. CLIENT shall give written notice of such termination to the FIRM specifying when termination becomes effective, which may be immediately. The FIRM shall incur no further obligations in connection with the Work and the FIRM shall stop Work when such termination becomes effective. The FIRM shall also terminate outstanding orders and subcontracts. The FIRM shall transfer title and deliver to CLIENT such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as the FIRM has. When terminated for convenience, the FIRM shall be paid for portions of the Work completed through the date of notice of Termination.

Article Seven

General Legal Provisions

Section 7.01 Authorization to Proceed

Execution of the Work Order by CLIENT will be authorization for FIRM to proceed with the Services, unless otherwise provided in the Work Order.

Section 7.02 Reuse of Project Documents

All reports, drawings, specifications, documents, and other deliverables of FIRM, whether in hard copy or in electronic form, are instruments of service for the pertinent Work Order, whether the Work Order is completed or not; however, all such materials shall be the property of the CLIENT and can be reused by CLIENT in whole or in part, at CLIENT's own risk without cost to CLIENT or liability to FIRM. CLIENT agrees to indemnify FIRM and FIRM's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the reuse, change or alteration of these Work Order documents, unless such reuse, change or alteration has been approved by FIRM in writing.

Section 7.03 Delay

In the event that a party ("Delayed Party") is delayed in performance of its obligations hereunder, by any act or neglect of the other party ("Other Party") or for whom such Other Party is responsible or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of the Other Party, then FIRM's compensation and the work schedule for an affected Work Order shall be equitably adjusted. In the event delays to the Work Order work is encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

Section 7.04 Limitations of Liability

(a) To the maximum extent permitted by law, FIRM's liability for CLIENT's damages under any Work Order will not, in the aggregate, exceed the greater of (i) Work Order value, or (ii) the limits of the FIRM'S required insurance under Section 4.10(d), whether such liability arises out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

(b) To the maximum extent permitted by law, FIRM and FIRM's affiliated corporations, officers, employees, and subcontractors shall not be liable for CLIENT's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect FIRM against indirect liability or third-party proceedings, CLIENT will indemnify FIRM for any such damages.

(c) This article takes precedence over any conflicting article of this Agreement or any document incorporated into it or referenced by it.

Section 7.05 No Third-Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than CLIENT and FIRM and has no third-party beneficiaries.

Section 7.06 Indemnification

(a) FIRM agrees to indemnify CLIENT for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of FIRM, FIRM's employees, affiliated corporations, and subcontractors in connection with Services performed under Work Order issued hereunder, with the foregoing limited as provided by Florida Statute and Constitution.

(b) CLIENT agrees to indemnify FIRM from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CLIENT, or its employees or contractors in connection with Work Orders issued hereunder, with the foregoing limited as provided by Florida Statute and Constitution.

Section 7.07 Assignment

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement or Work Order issued pursuant to it, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

Section 7.08 Jurisdiction

The substantive law of the state of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. Venue in any action hereunder shall be state court in Palm Beach County, Florida.

Section 7.09 Severability and Survival

If any of the provisions of this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

Section 7.10 Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site within 60 calendar days of Work Order close-out unless agreed to otherwise. CLIENT recognizes and agrees that FIRM is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

Section 7.11 FIRM's Deliverables

FIRM's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by FIRM are for CLIENT or others' convenience, but shall always be available to CLIENT upon request. Any conclusions or information derived or obtained from these files will be at user's sole risk.

Section 7.12 Dispute Resolution

Any controversy, dispute or claim arising hereunder or out of, or relating to this Agreement, or the breach hereof, or regarding the failure or refusal to perform the whole or any part of this Agreement, shall be settled by "fast track" arbitration in Palm Beach County, Florida, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Any decision made by an arbitrator or by arbitrators under this provision shall be enforceable as a final and binding decision as if it were a final decision or decree of a court of competent jurisdiction. This Agreement does not provide for attorneys' fees, and the arbitration award shall not include attorneys' fees.

Section 7.13 Entire Agreement

This Agreement, including its attachments and schedules, if any, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

Section 7.14 Jury Trial

The parties each waive trial by jury with regard to any matter arising hereunder or in connection herewith, as against each other, regardless of whether any third party to such matter shall have a right to trial by jury.

Section 7.15 Non-Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other breach or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce, at any time, any of the provisions of this Agreement, or to exercise any

option which is herein provided, or to require, at any time, performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, or in any way affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

WITNESSES:

DISTRICT:
PORT OF PALM BEACH DISTRICT

Printed Name of
Witness:_____

BY_____

Printed Name of
Witness:_____

FIRM:
KIMLEY-HORN AND ASSOCIATES, INC.,
A NORTH CAROLINA CORPORATION

Printed Name of
Witness:_____

BY_____

John C. Atz, President

Printed Name of
Witness:_____

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, who is personally known to me or who produced Florida Driver's license as identification, as Chairman of PORT OF PALM BEACH DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

NOTARY PUBLIC
My commission expires:

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by John C. Atz, who is personally known to me or who produced Florida Driver's license _____ as identification, as President of KIMLEY-HORN AND ASSOCIATES, INC., A NORTH CAROLINA CORPORATION.

[SEAL]

NOTARY PUBLIC
My commission expires:

APPROVED FOR LEGAL SUFFICIENCY:

Gregory C. Picken, Esq.
Gary, Dytrych & Ryan, P.A.

**PORT OF PALM BEACH DISTRICT
CONSULTANT WORK ORDER
PREPARED BY FIRM**

WORK ORDER NO: 20__-XXX

JOB NAME: *[INSERT PROJECT NAME]*

This WORK Order is issued by THE PORT OF PALM BEACH (CLIENT) pursuant to the Continuing Contract Under Florida Statute §287.055 for Professional Services – WORK OF A SPECIFIED NATURE, between FIRM (CONSULTANT) and the Port of Palm Beach District (CLIENT), MARCH __, 2018, which is incorporated herein by this reference for the below SERVICES:

BACKGROUND

[INSERT PROJECT DESCRIPTION AND BACKGROUND]

1. SCOPE OF WORK

CONSULTANT will perform the following service:

[INSERT WORK ORDER SPECIFIC SCOPE OF WORK / SERVICES]

2. TIME OF COMPLETION

All Times of Completion are subject to exceptions for delays which are beyond the control of CONSULTANT.

[INSERT WORK ORDER SPECIFIC SCHEDULE FOR THE SCOPE OF WORK / SERVICES]

3. ASSUMPTIONS

[INSERT WORK ORDER SPECIFIC ASSUMPTIONS AND/OR EXCLUSIONS FOR THE SCOPE OF WORK / SERVICES IF ANY]

4. COMPENSATION

CONSULTANT will be compensated under the terms of the **Continuing Contract Under Florida Statute §287.055 for Professional Services – WORK OF A SPECIFIED NATURE, between FIRM (CONSULTANT) and the Port of Palm Beach District (CLIENT), MARCH __, 2018, which is incorporated herein by this reference for the below SERVICES.**

CHECK ONE ONLY:

- THIS IS A FIXED LUMP SUM WORK ORDER: THE LUMP SUM IS \$_____.

- THIS IS A TIME AND MATERIALS WORK ORDER WITH A SUM NOT TO EXCEED AMOUNT. THE NOT TO EXCEED AMOUNT IS \$_____.



| | |
|--|-----------|
| The Authorized Representatives designated below are authorized to act with respect to the Work Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives: | |
| For the CLIENT: | For FIRM |
| Name: | Name: |
| Address: | Address: |
| Telephone: | Telephone |

| | |
|--|-------------------------|
| This Work Order No. _____ is effective this (date) | |
| Accepted for FIRM by: | Accepted for CLIENT by: |
| | |
| Name | Name |
| Title | Title |

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**OLD BUSINESS
ITEM H-4**

PREPARED BY: José Soler, PE Port Engineer March 8, 2018

SUBJECT: MOB Demolition and Container Yard Improvements Project
Authorization to advertise a request for bids

BACKGROUND:

At the May 2017 meeting, the Board approved an Engineering Services Contract with CH2M, under the Port's Continuing Engineering Consultant Contract for the Design and Permitting of the MOB demolition and Container Yard Improvements Project.

CH2M had been working through the project design process by reviewing record drawings for existing conditions, structures and utilities; coordination with third party existing utility providers impacted by the proposed project; and to provide Bid ready design plans and specifications through 35%, 65% and 100% design completion intervals. CH2M will prepare the applications for and process the necessary Florida Department of Environmental Protection (FDEP) and Florida Department of Health – Storm Water and Water / Sanitary permits for the conversion of the MOB and adjacent parking area into a cargo laydown yard.

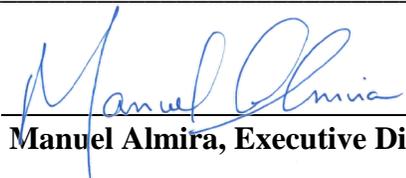
CURRENT SITUATION: Currently, the project design and the contract documents are near completion. The permits will be submitted to the respective public agencies in the near future and tenant coordination meetings will be scheduled. Port staff is requesting authorization to advertise the request for Bids to qualified construction companies as soon as the design, permitting and tenant coordination is complete.

ADDITIONAL INFORMATION ATTACHED: No Yes

FINANCIAL IMPACT:

RECOMMENDATION: The Port of Palm Beach Staff recommends that the Board authorize Staff to advertise the request for bids for the MOB Demolition and Container Yard Improvements Project.

Respectfully Submitted by:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**NEW BUSINESS
ITEM I-1**

PREPARED BY: Venice Howard Deputy Clerk March 2, 2018

SUBJECT: Authorization To Utilize An Existing Master Agreement between SHI International, Corp. and the Florida Department of Management Services For Granicus Annual Licensing, Maintenance And Support

BACKGROUND INFORMATION: In an effort to streamline the agenda process at the Port of Palm Beach, staff would like to acquire an agenda management system and services from SHI International for Granicus annual licensing, maintenance and support. Currently, the agenda creation is a manual process with many moving parts and is being built in two systems, the Diligent Board Book and CivicPlus. The Granicus Agenda Management System will eliminate manual workflows, allow the creation of agendas in one system and automate the agenda process. The Port of Palm Beach wishes to piggyback on an existing contract between SHI International, Corp. and the Florida Department of Management Services Contract No.: ADSPO16-130651 which was competitively solicited under the terms and conditions as set forth in the solicitation and agreement.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: This project will be funded from the 2017-2018 Renewal and Replacement Budget in the amount of \$5,280.00 and will renew annually.

RECOMMENDATION: Port Staff respectfully requests the Board of Commissioners approve the purchase of Granicus Annual License, Maintenance and Support services from SHI International Corp. on an annual contractual basis, with a startup cost of \$5,280 and each year after.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

Hi Venice,

Please see the below for your updated Granicus quote and let me know if you have any questions!



Pricing Proposal

| | |
|---------------------|-------------|
| Quotation #: | 14895921 |
| Description: | Granicus |
| Created On: | Feb-23-2018 |
| Valid Until: | Mar-09-2018 |

Palm Beach County Board of County Commissioners

Venice Howard

Phone: 561-383-4124
Fax:
Email: vhoward@portofpalmbeach.com

Inside Account Manager

Kelsi Komoroski

290 Davidson Ave
Somerset, NJ, 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Kelsi_Komoroski@shi.com

[Click here](#) to order this quote

All Prices are in US Dollar(USD)

| Product | Qty | Your Price | Total |
|---|-----|------------|-------------------|
| 1 Peak Agenda Management Standard Agenda Support Granicus Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 43230000-NASPO-16-ACS-Software VAR | 1 | \$0.00 | \$0.00 |
| 2 Peak Agenda Management Standard Cover Page Report Granicus Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 43230000-NASPO-16-ACS-Software VAR | 1 | \$0.00 | \$0.00 |
| 3 Peak Agenda Management - Online Training Granicus Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 43230000-NASPO-16-ACS-Software VAR Note: 6 Hours | 1 | \$0.00 | \$0.00 |
| 4 Peak Agenda Management Granicus Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 43230000-NASPO-16-ACS-Software VAR Coverage Term: May-31-2018 – May-30-2019 | 1 | \$5,280.00 | \$5,280.00 |
| Total | | | \$5,280.00 |

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

Venice Howard
Port of Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, FL 33404

Granicus provides technology that empowers government organizations to create better lives for the people they serve. By offering the industry's leading cloud-based solutions for communications, meeting and agenda management, and digital services to more than 3,000 public sector organizations, Granicus helps turn government missions into quantifiable realities. Granicus products connect more than 150 million people, creating a powerful network to enhance government transparency and citizen engagement. By optimizing decision-making processes, Granicus strives to help government realize better outcomes and have a greater impact for the citizens they serve.

As a company, Granicus helps empower some of the most creative people in the world who innovate within complex public sector organizations. We help make policies more effective and to transform the citizen experience so that everything from road closures to fostering programs are better communicated, understood, and ultimately successful.

Granicus was founded in 1999, and in late 2016, merged with Novus and GovDelivery (also founded in 1999). While Granicus had traditionally been focused on innovation in the legislative and rule-making process, GovDelivery led the way in transforming how governments communicate with the public on a day-to-day basis to support everything from flu shot programs to new veteran's benefits. The two companies' missions aligned perfectly to cover the full range of government's mission – to make the rules and laws we live by while delivering services that bring value to the public. This powerful alignment allows our staff of 300+ to bring even more scale and innovation to the clients we serve.

Alex Chacon
Sales Executive
alex.chacon@granicus.com
800-274-5614 x709

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West Sussex, RH6 0PA
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Granicus Platform

GovDelivery Communications Cloud: The GovDelivery Communications Cloud is the only digital communications platform helping government inform, engage, and convert 150 million citizens to action via email, text messaging and social media. Unlike private sector marketing technology, the GovDelivery Communications Cloud is the only platform secure enough to be used exclusively by government and proven to double audiences within the first year.

As the largest provider of communications solutions to government, the GovDelivery Network enables organizations to reach their audiences at an unprecedented pace. The GovDelivery Network is a powerful community of 150 million citizens worldwide, and a captive audience for government communicators.

Meeting and Agenda Suite: The Meeting and Agenda Suite allows government staffers to streamline workflows, promote cross-departmental efficiency and collaboration, and establish meaningful connections with citizens – online, over social networks, and on mobile devices.

Suite of Digital Service: The Granicus’ Suite of Digital Service offerings bring government closer to meeting the needs of citizens. From website content management to streamlining filing for a marriage certificate, the solutions in Granicus’ Digital Services Suite allow government organizations to better meet the daily needs of the people they serve.

| | | |
|---|---|---|
|  <p>GOVDELIVERY COMMUNICATIONS SUITE</p> <ul style="list-style-type: none"> • GovDelivery Network • Communications Cloud • Connect • Targeted Messaging • Interactive Text • Digital Engagement & Learning Services |  <p>MEETING AND AGENDA SUITE</p> <ul style="list-style-type: none"> • Legistar • iLegislate • PEAK • Votecast • eComment • Minutes • Granicus Video |  <p>DIGITAL SERVICES SUITE</p> <ul style="list-style-type: none"> • Civica Website CMS • Boards & Commissions • SpeakUp • Open Data (DKAN) • Learning Platform • Records Management |
|---|---|---|

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Peak Agenda Management

Agenda management is often require a significant commitment from clerical staff. Drafting items, getting items approved, compiling information from various departments, and creating an agenda are integral parts of the pre-meeting process, yet can be very time-consuming. Then, there are live and post-meeting processes that staff must follow to ensure an accurate account of a meeting.

With so many moving parts, steps can be overlooked or items can be inadvertently dropped. Using a completely automated, round-trip agenda management workflow solutions can save staff countless hours while helping them maintain accuracy.

Granicus' Agenda Management solution, *Peak* allows government staff to easily manage the entire agenda creation process from start to finish. From drafting files, through assignment to various departments, to final approval, *Peak* is designed to reduce workloads and create a more efficient method for managing decisions.

- Eliminate manual workflows
- Create and manage items for agendas in one system
- Automate agenda item approvals with electronic approval processes
- Simplify agenda creation—automatically compile files and supporting materials for upcoming meetings
- Organize, store and retrieve electronic documents
- Easily track items and generate historical reports for staff, citizens and council.

Peak Agenda Management – help governments organize, store, and easily retrieve items for agenda creation all in one system.

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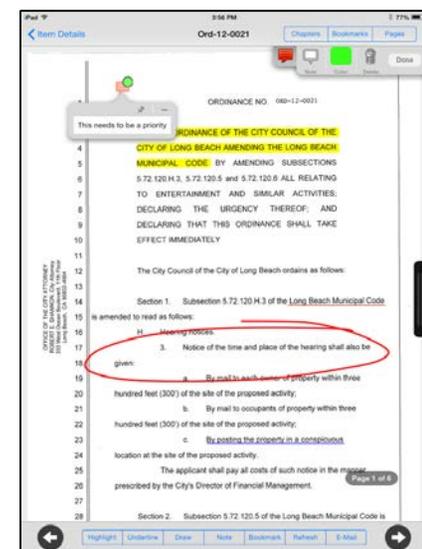
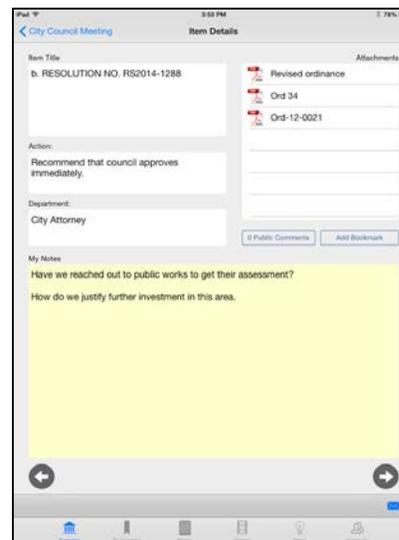
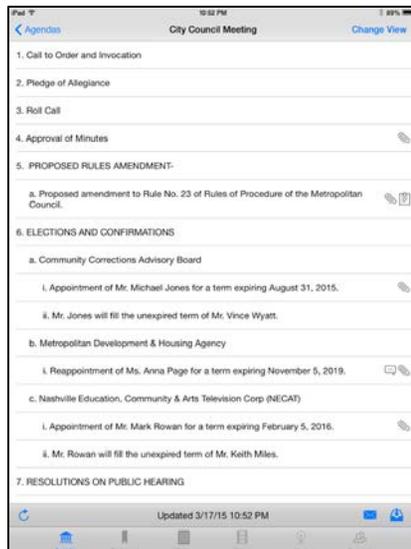
LONDON

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West Sussex, RH6 0PA
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iLegislate®

Granicus' paperless agenda application, iLegislate®, enables governments to review meeting agendas, supporting documents, archived videos other data created over tablets and supported systems. iLegislate is a free app and works with any Granicus suite. Suite integrations increase data access and add functionality such as digital one-touch meeting voting.

- Convenient access to meeting agendas and supporting documents
- Reduce paper consumption and move to a paperless environment
- Explore agendas and attachments offline and on-the-go
- Easily take notes and email agenda items
- View indexed, archived meeting videos (with Government Transparency integration)
- Public opinion placed at elected officials' fingertips (with Citizen Participation integration)
- Real-time meeting voting (with Meeting Efficiency integration)



Granicus Deployment Philosophy

Managed Deployments

We tailor a plan that meets your unique business requirements and minimizes any impact to your day-to-day operations. Plus, agencies can track all progress 24/7 with our deployment tracker tool.

Technical validation call

Granicus will perform a review client's network environment, scope any necessary data that needs to be migrated as well as possible integrations with 3rd party systems.

Workflow Assessment & Configuration

Granicus understands that every agency has unique ways of running their public meetings and with departmental workflows. Yet, the end-goal is always the same— to run smoothly and productively. Our experts assess your current processes and configure your solution to easily integrate with the way you work.

Product Training

Online, instructor-led, self-paced or in-person trainings give your staff the comprehensive knowledge they need achieve success quickly. Our training experts also offer specialized guidance for different roles within your organization so everyone has the support they need to perform their jobs effectively—IT, Clerks, Communications, Webmasters, A/V, Elected Officials, and more.

Website Integration & Design

Granicus is committed to ensuring your citizen-facing web portal fits into your website seamlessly. Our customized website integration options are flexible. We work closely with you to configure the right placement, structure, and design for your Granicus content to deliver a positive user experience.

Support

Customer satisfaction is the backbone of our company and client success is how we rate our own success. Granicus goes above and beyond traditional support models by leveraging systems management technology to constantly monitor every component of your solution.

Professional support team is available:

Regular Hours: 8am – 8pm EST Monday through Friday
Urgent After Hours: 8pm – 1am EST Monday through Friday
Emergency on Call: 8am – 8pm EST Saturday and Sunday

Customer Service Portals and On-going Training

Granicus provides on-going support as we build a lasting relationship with your team. Through our Customer Service Portal, we provide many resources designed to help you all become expert Granicus users.

- Knowledge Base: Search articles about Granicus products and services
- Online Training: Regular live and on-demand resources to learn more about your Granicus solutions
- Support Resource Center: Find product-specific downloads, manuals, reference guides, and release notes

Product Upgrades

As a true hosted service, all updates are done automatically with no local intervention or software needed. As a result, all users will always experience the most current version of the system without dependency on updates or manual effort. This eliminates any possibility of “out-of-date” software typically associated with local application installation.

Finally a 97% customer satisfaction rating and a 98.5% client retention rating attest to the strength of Granicus’ reliability and customer care service.

Security

Data Center Security

Having a robust and secure data center implementation is a necessity, not an option. Granicus Data Centers are designed for reliability and redundancy. Our data centers are guided by a “defense-in-depth” security strategy to ensure reliable access of government data. With a 99.98% uptime, we are confident that customer data are always available. A Security Incident Response team/SSAE-16 accreditation ensures all customer data is secure from any tampering.

Data Center Requirements

- Secure - SSAE-16 Accreditation
- Reliable Network
- Data Availability: 99.98% Uptime
- Redundant Backups

Granicus Server Locations

- Ashburn, Virginia
- San Francisco, California
- Vancouver, British Columbia

Architecture & Data Center Redundancy

The Granicus Primary Data Center is architected with redundant systems to ensure that there is no single point of failure and disruptions have no impact on the availability of Granicus applications.

Robust Security Layers

Granicus implements a series of protective layers so that no single solution is relied upon to provide security, including:

- Hosting facilities that meet or exceed Tier III standards to ensure application and data availability and security
- Edge-to-edge security, visibility, and carrier-class threat management and remediation. We utilize industry-leading tools to compare real-time network traffic and flag any anomalies such as: DoS and DDoS attacks, worms or botnets.

Network issues: traffic and routing instability, equipment failures, or misconfigurations

- Hardened, stateful inspection firewall technology
- An Intrusion Detection System (IDS) utilizing signature-, protocol-, and anomaly-based inspection methods

Pilot Program

Anyone in the position of making a buying decision for his or her organization knows how difficult that can be. We all want to make sound decisions based on experience and knowledge. The Peak pilot program is designed to provide just that. We want to give you a chance to not only work with our software, but with our helpful team of experts as well.

Your pilot will begin with a scheduled kick-off call where we will work together to define the goals of the engagement and begin gathering the information we need to custom-configure Peak to your specific needs. During the first 30 days you will be working directly with a dedicated project manager and have the opportunity to confirm that he or she has the right skillset and expertise to ensure your success with Peak. You will also get a good close look at the software, with your custom configurations already in place and functional. After 30 days, when you see how well things are going, we will process an invoice that will not be due for 30 days resulting in a full 60 days to experience the difference and make the decision to move forward.

While you may not be fully rolled out at 60 days, in our experience it is plenty of time for you to see the benefits of the time- and money-saving features of Peak, and make sure the chemistry is right with our support team. We truly want this relationship to last, and our project and support teams will be there for you through it all.

During the pilot period we will work with you on one meeting to keep the project focused on evaluating Peak and our team. Once the subscription begins we will work with you to roll out additional meeting types.

Project Timeline

Once you authorize us to begin a project, our team will move very quickly to get tasks done allowing you the most time possible for your evaluation of Peak as a software product. It is incumbent on you to respond quickly to requests for information so we can keep the project on time. The pilot does not allow for extensions based on delays imposed by your team. You will have an opportunity to evaluate Peak and our professional staff during the pilot period, Some clients do deploy fully in 30 or 60 days and others choose to move more slowly since introducing change can take time. The pace is up to you but the pilot period is designed to allow you to learn enough about Peak and our team to make a decision to move forward.

| Task | |
|---|-------------|
| <p>Project Kickoff call is done to gather key documents and Workflows Set goals for the rollout. This call typically lasts 45 minutes and sets the formal beginning date for the project. After this call the Peak Project manager will move aggressively to get the project rolled out. This also begins the client evaluation portion of the project where you can begin to examine what working with our organization is like and begin to determine if we are the best choice for your organization. Training dates are set on this call. This will be the beginning date of your annual Peak Subscription once you approve moving forward.</p> | Day 1 |
| <p>Peak is setup and configured for your initial testing. At this point you must spend about 2 hours evaluating the layouts and setup that has been done by your Peak Project Manager and quickly communicate any changes you desire. The Peak Project Manager will walk you through this process. It is important that you do your testing promptly after notification that the setup is complete.</p> | Day 10 |
| <p>Changes to layouts you requested are fully deployed. At this point, you will need to spend about 2 hours reviewing these changes and confirming that no further changes will be required.</p> | Day 15 |
| <p>Training on Agenda Preparation.</p> | Day 16 |
| <p>Training with key staff, item creators and submitters</p> | Day 20-25 |
| <p>You run your first test meeting in Peak. Details on how to execute that can vary by client so your project manager will guide you through that process.</p> | Day 30-40 |
| <p>You have an update call with our team to confirm that based on what you see at this point Peak is the solution you feel will work for your organization. You may not be fully rolled out at this point but you have had 30 days to work with us and examine our feature set. At this point an invoice is sent to you that is due in 30 days.</p> | Day 30 |
| <p>You continue to work with your Peak Project Manager to make adjustments as needed and to help you through your initial meetings using Peak.</p> | Day 30 - 60 |

| | |
|--|--------|
| You have paid the invoice sent 30 days ago or you have decided not to move forward and you cancel. Work continues as needed to complete the rollout for all the meeting types we have agreed. Your support and project manager remain engaged as needed until rollout is complete. | Day 60 |
|--|--------|

The purpose of the pilot is to allow you time to examine Peak and determine that it will meet your needs. Our team will continue to work with you on any changes or modification needed after your subscription begins at no added cost but the invoice must be paid by day 60 for the work to continue.



Pricing

Quote Number: Q-21623
Quote Prepared On: 2/7/2018
Quote Valid Through: 3/9/2018
Payment Terms: Net 30

Granicus Contact:
Name: Alex Chacon
Phone: +1 5618662449
Email: alex.chacon@granicus.com

Start Date: 5/31/2018
End Date: 5/30/2019

ONE-TIME FEE

| Product Name | Product Description | Invoice Schedule | Quantity | One-Time Total |
|---|--|------------------|----------|----------------|
| Peak Agenda Management Standard Agenda Report | Peak Agenda Management Standard Agenda Report is professional service for designing an additonal Peak agenda report. | Milestones | 1 Each | \$0.00 |
| Peak Agenda Management Standard Cover Page Report | Peak Agenda Management Standard Cover Page Report is professional service for designing an additonal Peak cover page report. | Milestones | 1 Each | \$0.00 |
| Peak Agenda Management - Online Training | Peak Agenda Management - Online Training is for online training for Peak Agenda Management, which allows clients to have online sessions with a Granicus trainer to learn how to use the system. | Milestones | 6 Hours | \$0.00 |
| | | | TOTAL | \$0.00 |

ANNUAL SUBSCRIPTION FEE

| Product Name | Product Description | Invoice Schedule | Quantity | Annual Total |
|-------------------------------|---|------------------|----------|--------------|
| Peak Agenda Management | <p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas for public meetings and includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to one Granicus platform site • Access to one Peak Agenda Management site • Design services for one public view page portal • Design services for one Agenda report template • Design services for one Cover Page report template | Annual | 1 Each | \$5,280.00 |
| | | | TOTAL | \$5,280.00 |

NASPO ValuePoint
PARTICIPATING ADDENDUM

Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

Participating Addendum No: 43230000-NASPO-16-ACS-Software VAR

SHI International, Corp.
Master Agreement No: ADSPO16-130651
(hereinafter "Contractor")

And

Florida Department of Management Services
(hereinafter "Participating State/Entity")

Page 1 of 18

I. MASTER AGREEMENT TERMS AND CONDITIONS:

- a. Scope: This Participating Addendum covers the Software Value Added Reseller contract led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.
- b. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

II. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

These modifications or additions apply only to actions and relationships within the Participating State. The following changes are modifying or supplementing the Master Agreement terms and conditions.

- a. Participating Addendum: As used in this document, "Participating Addendum" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Participating Addendum must be in writing and signed by all Parties.

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum. The Participating Addendum Exhibits shall have priority in the order listed:

- 1) Exhibit A: Contract Conditions, Florida General
- 2) Exhibit B: Contract Conditions, Florida Special
- 3) Exhibit C: NASPO ValuePoint Master Agreement Number

If a conflict exists among any of the Participating Addendum documents, the documents shall have priority in the order listed below:

- 1) The Addendum
- 2) Florida Special Contract Conditions, Exhibit B
- 3) Florida General Contract Conditions, Exhibit A
- 4) NASPO ValuePoint Master Agreement Number, Exhibit C

- b. **Subcontractors:** All contractors, dealers, and resellers authorized in the Participating State, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. If resellers/partners are utilized by Florida customers, at least one must be a Florida based business. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- c. **Orders:** Upon execution of this Participating Addendum, customers in the Participating State, may purchase products and services under the Master Agreement using this State of Florida alternate contract source number 43230000-NASPO-16-ACS-Software VAR.

Any order placed by a customer in the Participating State for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

- d. **Amendments:** No oral modifications to this Participating Addendum are permitted. All modifications to this Participating Addendum must be in writing and signed by both parties.

Notwithstanding the order listed in section II (b), amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

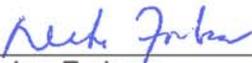
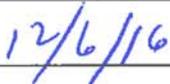
| | |
|---|--|
| Participating State: | Contractor: SHI International Corp. |
| Signature:  | Signature:  |
| Name: Debra Forbess | Name: Natalie Slowik |
| Title: Director of Administration | Title: Senior Manager - Contracts & RFPs |
| Date:  | Date: 11/28/16 |

EXHIBIT A
FLORIDA GENERAL CONTRACT CONDITIONS

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These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Master Agreement or on the date the Participating Addendum is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Participating Addendum in whole or in part only as set forth in the Contract, and in accordance with section 287.057(13), F.S., and Rule 60A-1.048, F.A.C.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. A Customer may, at its sole discretion, suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

- (a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.
- (b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor must submit documentation identifying

the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior or contemporaneous agreements between the Parties.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY

CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Law and Venue.

The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.4 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense.

SECTION 6. MISCELLANEOUS.**6.1 Notice of Legal Actions.**

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Risk of Loss.

Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within 10 days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within 10 days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.6 Safety Standards.

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories, and National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished must meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.8 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.9 Waiver.

The delay or failure by the Department or Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.10 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION**7.1 Workers' Compensation Insurance.**

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the

Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

7.3 Indemnification.

The terms and conditions of Section 14, Indemnification, of the Master Agreement shall govern for purchases made under the Participating Addendum.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section, the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;

- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and
- (e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules

maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department of State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information as applicable.

9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of its value added services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
 - (b) The type of information that was subject to the unauthorized access and acquisition.
 - (c) The type and number of entities who were, or potentially have been affected by the breach.
 - (d) The actions taken by the Contractor to protect the Data from further unauthorized access.
- However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30-minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the

Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors, and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiency.

The Department or Customer may, in its sole discretion, notify the Contractor of the deficiency to be corrected, which correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to

10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

11.4 Liquidated Damages.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay. The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages may be difficult to ascertain. Accordingly, any liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.5 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department or Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department or Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct, or cause to have conducted, either or both performance and compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor must notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes
- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

13.4 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

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EXHIBIT B
FLORIDA SPECIAL CONTRACT CONDITIONS

This Exhibit contains the Special Contract Conditions. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions are as follows:

Section 1 Scope

All products and services offered under this addendum must be in compliance with the Master Agreement scope. Failure to adhere to Master Agreement scope, may result in addendum termination and the reimbursement of procurement costs in accordance to 60A-1.006 F.A.C..

Section 2 Information Technology (IT) Standards

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) has established information technology standards for security, project management and oversight. State agencies shall ensure compliance with AST standards as established in Rule Chapter 74-1 and 74-2, F.A.C, as applicable.

Section 3 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

Section 4 Monthly Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

Section 5 Quarterly Sales Reports

Each Contractor shall submit a sales report to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided, and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 10. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor. Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

Section 6 Quarterly Reporting Timeframes

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – Due by October 10
- Quarter 2 - (October-December) – Due by January 10
- Quarter 3 - (January-March) – Due by April 10
- Quarter 4 - (April-June) – Due by July 10

Section 7 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor’s agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department’s additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

Section 8 Contract Revisions

Notwithstanding General Contract Conditions the following types of revisions can be made to the Contract upon written authorization by the Department:

- a. Contractor’s Information and Contacts
- b. Contract Manager
- c. Contract Report Forms

Only the above-listed provisions can be made without a formal Contract amendment. Florida General Contract Conditions, section 6.10, applies to all other modifications to the Contract.

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Master Agreement

Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: ADSPO16-130651
Description: Software Value-Added Reseller (SVAR) Services

2.1 Software Value-Added Reseller ('Reseller' – "SVAR")

2.1.1 Software Value-Added Reseller ('Reseller' – "SVAR") shall be a large account reseller authorized to sell products direct from Key Software Publishers or authorized Distributors.

2.1.2 SVAR shall do the following:

2.1.2.1 Provide Commercial Off-the-Shelf-Software (COTS).

2.1.2.2 Honor existing Volume or Enterprise license agreements.

2.1.2.3 Offer maintenance and support packages on licenses already owned by the Participating State and other Purchasing Entities.

2.1.2.4 Advise the LSCA, each PSCA, and other Purchasing Entities of SVAR's channel partner status with Key Software Publishers.

2.1.2.5 Retain or enhance reseller certifications with software publishers - At a minimum, maintain Reseller certification levels held at time of award.

If Reseller's certification or reseller status is withdrawn or reduced, Reseller is required to immediately notify, in writing, the Lead State Contract Administrator (LSCA), each PSCA and other Purchasing Entities explaining:

- The change;
- The impact on their costs to obtain the product;
- Limitations on the products or services they may provide; and,
- The reasons for the change.

Failure to provide the required notification, regarding significant negative changes in their reseller status, may be grounds for suspension or cancellation of the MPA and PA's.

2.1.2.6 Provide Pre-Sale Advisement - **There shall be no charge for these services:**

2.1.2.6.1 Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.

2.1.2.6.2 Act as liaison between the Purchasing Entity and individual publishers in identifying best approaches and cost savings opportunities for the Purchasing Entity.

2.1.1.6.3 Examples of such advice would be:

- In selecting appropriate software;
- In explaining Volume License Agreements with complicated rules;
- In determining the most cost-effective buying strategies;
- In ensuring that Participating States and other Purchasing Entities are in compliance with licensing requirements; and,
- In finding software options to meet a specific need, for example, a flow-charting package.

2.1.2.7 Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State and other Purchasing Entities.



Master Agreement

Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

- 2.1.2.8 Provide assistance in explaining and developing Volume License and Enterprise Agreements.
- 2.1.2.9 Provide Software Installation Assistance.
 - 2.1.2.9.1 Provide, at no additional cost, assistance or advice in basic installation or implementation of COTS product.
 - 2.1.2.8.2 If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller must provide assistance within eight (8) business hours of being informed of the problem.
- 2.1.2.10 Provide Software De-Installation Assistance.
- 2.1.2.11 Provide Tracking, Management, Usage Monitoring and Reporting of Licenses
 - 2.1.2.11.1 Reseller shall have in place a product license inventory and asset management system, which will include an accurate inventory record of product licenses purchased under this Contract.
 - 2.1.2.11.2 Reseller must also have the capability tracking maintenance renewal and other significant due dates.
 - 2.1.2.11.3 At a minimum, this system shall be able to provide this information by Participating State and Purchasing Entity.
 - 2.1.2.11.4 Reseller shall work with Participating State, other Purchasing Entities, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable.
 - 2.1.2.11.5 States may choose to award multiple PA's under this Agreement. Details on how licenses are to be tracked and managed under multiple awards will be determined by that awarding State.
 - 2.1.2.11.6 As may be required by a Participating State, or other Purchasing Entity, Reseller shall work with NASPO ValuePoint computing equipment contractors, or a Participating State's comparable computer hardware contractor, to see that any software acquired under those contracts can be tracked through this contract.
- 2.1.2.12 Notify Participating State and Purchasing Entities of publisher publicly announced changes pertinent to User licensing.
- 2.1.3 SVAR shall Develop and Maintain Website
 - 2.1.3.1 *For Participating States*, Reseller shall develop and support a website specific to that State, with content approved from the LSCA or PSCA as appropriate based on content.
 - 2.1.3.1.1 This web site information shall be available through the Internet without the use of additional software or licenses.



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- 2.1.3.1.2 Website should be User friendly to allow for quick and easy access and use.
- 2.1.3.1.3 Website shall be available 24 x 7, except for scheduled maintenance.
- 2.1.3.1.4 Website shall be ADA compliant.
- 2.1.3.1.5 No costs or expenses associated with providing this information shall be charged to the States.
- 2.1.3.1.6 Universal Resource Locator (URL) for the website must be supplied to the PSCA and the LSCA within sixty (60) days of the execution of the PA.
- 2.1.3.1.7 The website will include contract information, product information/catalog, the capability to generate online reports, and other pertinent information as may be reasonably requested by States, such as copies of VLAs.
- 2.1.3.1.8 *Publisher Notifications and Other Industry Information.* In the event that a publisher publicly announces changes that are pertinent to User licensing, the Reseller shall assist Users by posting the information on the state websites.
- 2.1.3.1.9 Reseller shall provide, at no additional cost, training on how to use their website and how to use this contract in obtaining quotes and placing orders. Online training should be available on the website, but supplementary electronic (e.g. Webinars, emails), telephone or on-site training should be provided, as needed, during standard working hours.
- 2.1.3.2 *Contract and General Information.* The website shall provide contract and ordering information to include, at a minimum:
 - 2.1.3.2.1 The contract number(s) (MPA and PA);
 - 2.1.3.3.2 The Reseller primary contact and contacts to whom incidents are to be escalated:
 - Name(s) and titles
 - Areas of responsibility for each contact name;
 - Phone number(s); and,
 - Email address(es).
 - 2.1.3.3.3 Information on use of website,
 - 2.1.3.3.4 Quote and ordering information; and,
 - 2.1.3.3.5 Notifications regarding publishers and products, such as pending key product changes or upgrades.
- 2.1.3.3 *Online Catalog*
 - 2.1.3.3.1 Reseller shall provide COTS software, and software maintenance of new or existing licensed software, under this contract. Information on approved products, customized by Participating State, will be available through an online catalog and through Reseller's representatives either through email or telephone inquiry during the standard working hours of the Participating State. The online catalog shall provide an expansive list



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of products allowed per the contracts, particularly those products of itemized publishers.

- 2.1.3.3.2 The website shall provide contract and ordering information to include, at a minimum: publishers, product names, standard product pricing, and product descriptions (photos optional or links to access product literature). Regardless of the number and types of links to the Reseller's electronic catalog, the Reseller shall ensure that all eligible agencies purchasing under one PA are accessing the same current base version of the product catalog. Online information shall include purchases of Volume or Enterprise License Agreement software as well as individual COTS software licenses.
- 2.1.3.3.3 Online catalog shall be restricted to just software. Non-authorized products or groups of products shall not be on the website. Reseller shall not use this proposed website to cross sell or cross advertise other products and or services the Reseller may be able to offer.
- 2.1.3.4 *Product Searching Capability.* At a minimum, the online catalog should be searchable by Purchasing Entity and their VLAs, Software Publisher, Product name, OEM product number, and software description (e.g., GIS, Security). The online category can be modified as Users' needs dictate, such as including products obtained through a distributor (non-itemized publisher products) that are frequently purchased.
- 2.1.3.5 *Online Product Quotes.* Product price displayed online is a 'not-to-exceed' product price quote based on contract rate and real time Reseller Cost. For high dollar purchases, or quantity purchases, Purchasing Entity should request a quote by contacting Reseller representative off-line. The online pricing should allow for overrides when a quote with a negotiated better price has been offered and is being placed online. Website should have capability to track all quotes by Purchasing Entity and be easily accessible for viewing by quote number. Website shall include a shopping cart feature that allows Purchasing Entities to provide shipping instructions. Purchasing Entities can place orders on the web either via credit card or purchase order. Specifics regarding an individual state's requirements for placing an order may be included in that State's Participating Addendum (PA).
- 2.1.3.6 *User Differentiation.* Catalog should be designed so as to provide a means to identify the Participating State (state agency or other eligible Purchasing Entity). This method used must not require any administrative tasks on the part of the LSCA for the MPA, the PSCA for the individual PSCA. Website should allow Users to develop personal lists and profiles, including an option to securely store and maintain procurement card information. Catalog should have the capability of being used as a 'Punch Out' to an individual state's electronic purchasing system.
- 2.1.3.7 *Online Reports.* Website shall have capability to provide order history, as well as order status and order tracking.
- 2.1.3.8 *Other.* Other information may be added to the website as may be required by State (such as copies of volume license agreements) or enhancements that may be proposed by Reseller and approved by State.



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2.2 COTS Products

2.2.1 Software which requires little or no services

| LICENSING TYPE | IN SCOPE Offerings | | OUT OF SCOPE Offerings |
|------------------------------------|--------------------|--|--|
| | COTS | Individual Licensing Volume Licensing Enterprise Licensing | Custom/Customized |
| LICENSING PERIOD | Perpetual | Subscription | none |
| Delivery | Shrink-Wrap | Download | none |
| HOSTING as part of delivery & use. | On Premise | Off Premise | <i>Managed Service</i> <i>Managed Services means the proactive management of an IT (Information Technology) asset or object, by a third party typically known as a MSP, on behalf of a customer</i> mspalliance.com/definition-of-managed-services/ |

2.2.1.1 Most Current Version - Purchase orders shall be deemed to reference a manufacturer's most recent release model or version of the product at the time of the order, unless the Purchasing Entity specifically requests in writing an earlier model or version and the Reseller is willing to provide such model or version.

2.2.1.2 Licenses and Maintenance Agreements

2.2.1.2.1 Volume License Agreements (VLA) and Enterprise License Agreements (ELA)

The Reseller will honor existing Participating State's VLA's or ELA's with publishers and include those licenses as part of the Reseller's license tracking service. Following an executed PA with a Participating State, and if so required by the Participating State, the Purchasing Entity and/or an individual publisher, the Reseller will identify itself to software publishers as Reseller for that Participating State or Purchasing Entity. If so required by the Publisher and Participating State, Reseller will execute a change of channel partner agreement with the Publisher. Resellers will sell additional seats consistent with Purchasing Entities' Enterprise or Volume Agreements. Reseller will work with Participating State, Purchasing Entity(ies) and Publishers as needed to establish new VLAs or ELAs. The Reseller will work with the Publisher and Participating State as necessary to ensure the Participating State receives timely and pertinent license information, such as: license or agreement renewals, or opportunities based on actual volume.

Reseller will work directly with Purchasing Entity(ies) in establishing, signing and maintaining enrollment agreements. If Reseller is sole SVAR contractor in a State, Reseller will aggregate all enrollments together for



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Master Agreement reporting purposes. If a PSCA elects to have multiple SVAR contractors, Reseller's responsibilities will be delineated in that State's PA. Resellers shall monitor and be able to report on the current levels of software ordered towards any of the Participating State's VLA required sales levels to ensure the Participating State does not fall short and thereby incur Publisher penalties. The Reseller shall be responsible for providing license usage information to the Publishers, if such information is required by the Publishers, in a timely manner (e.g., for 'true up' assessments)

2.2.1.2.2 *Individual Software Licenses.* Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

2.2.1.3 Software Maintenance and Support Agreements.

Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers will sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a User's existing perpetual license. As requested, Reseller will explain what product support or services are included in a publisher's maintenance agreement.

2.2.1.3.1 *Software Maintenance and Support.* Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan. Reseller will provide such support, not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.

2.2.1.3.2 *Software Updates.*

2.2.1.3.2.1 Users are eligible to receive, from the Publisher, all new releases and updates of the software, at no additional charge, while under a maintenance agreement. A "Release" means any collection of enhancements or updates which the Publisher generally makes available to its installed base of customers of such programs. The Reseller shall assist the Purchasing Entity to obtain such releases or updates for their Users from the Publisher.

2.2.1.3.2.2 Should a User not want to receive the next upgrade, the User shall so notify the respective Publisher.

2.2.1.3.3 *License Confirmations*

For licenses ordered under the contract by Purchasing Entity(ies), Reseller shall be able to provide:



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- (i) Certified Licensing Confirmation Certificates for all software licenses;
- (ii) Reseller's certified license confirmation certificates in the name of such Licensee; or,
- (iii) Written confirmation from the Reseller or Publisher accepting the Eligible Participating State's contract or purchase order as proof of license.

The form of "Proof of License" provided must be acceptable proof to the Publisher, and in the format requested by the Purchasing Entity. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as required by the Purchasing Entity. Reseller will retain an electronic file of Participating State's Proof of Licenses and provide copies to the Participating State as requested.

2.2.1.3.4 *Transitioning License Tracking Information at Contract Termination*

The license information data acquired and retained by Reseller will be stored as sortable data fields so the license information can be transferred to the Participating State upon contract termination. Reseller will work with States and Participating Entities, or their designees, to ensure that the license information data has been successfully transferred in a usable format.

2.2.1.4 Leases

Lease purchase and term leases are allowable only for Purchasing States whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements will be reviewed or evaluated as part of this RFP evaluation process.

2.2.1.5 Software Publishers, Categories. The identified software product needs under this solicitation have been divided into three tiers: Key Itemized Publishers, Other Itemized Publishers, and Non-Itemized Publishers. See descriptions and chart which follow. As indicated, it is most desirable for Reseller to have a direct reseller agreement with the itemized software publishers. If a direct reseller agreement is not already in place between itemized software publishers and the Reseller, the Reseller is expected to enter into a direct reseller agreement and submit a rate for that itemized publisher that is better than the rate for a Non-Itemized Publisher. Over the life of this contract, product needs or volumes may change and new publishers may be added by amendment to the itemized publishers' lists.

2.2.1.5.1 *Itemized Highest Volume Publishers (Highest Volume, Itemized Lines).*

The products of the publishers in this category represent the highest tier of sales volume identified for this solicitation, of those publishers who sell through resellers. This category is the one most likely to include a Participating State's enterprise or high volume agreements with a publisher. Resellers shall be certified direct resellers for publishers in this



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category. The preferred pricing that a Reseller receives based on their reseller certification status, in conjunction with the anticipated considerable volume of purchases through these Contracts, is the expected foundation for a very competitive base Reseller Cost, with further reductions of Reseller Cost as they are achieved through ongoing Reseller negotiations. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher. Specific requirements may be required for some publishers in this category in an individual State's PA.

2.2.1.5.2 Other Itemized Publishers (High Volume, Itemized Lines). The products of the publishers in this category represent a high level of sales volume as identified for this solicitation. This category may include a Participating State's high volume agreements or VLAs with a publisher. It is desirable for Resellers to be certified direct resellers for publishers in this category. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher

2.2.1.5.3 Non-Itemized Publishers (all other distributed software purchases). This category is defined to include all other distributed computer software not specifically itemized. Enterprise or Volume Licensing Agreements are not anticipated in this category. New or existing software products can be added to this category at any time during the term of the Contract without the written consent of the LSCA and may be itemized in the online catalog, if volume justifies the addition. There should be one percentage rate above or below Reseller cost covering all products in this category

| <u>KEY ITEMIZED PUBLISHERS</u> Certification as Direct Reseller. | <u>OTHER ITEMIZED PUBLISHERS</u> Certification as direct reseller desirable. If not certified, the percentage rate should be no greater than Non-Itemized rate | <u>NON-ITEMIZED PUBLISHER</u> One 'not to exceed' rate |
|---|---|---|
| ADOBE | AI SQUARED | |
| CITRIX | AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE | |
| MICROSOFT | ALLIANCE ENTERPRISES | |
| NOVELL | APPLE | |
| SYMANTEC | ATTACHMATE – MICROFOCUS | |
| VMWARE | AUTODESK | |
| | AUTONOMY – HP | |
| | BAKBONE – DELL | |
| | BARRACUDA | |
| | BOMGAR REMOTE SOFTWARE | |
| | CA TECHNOLOGIES | |
| | CISCO | |
| | COMPUTRONIX USA | |



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| | | |
|--|---|--|
| | COMPUWARE | |
| | COREL | |
| | DOUBLETAKE | |
| | EMC | |
| | ENCHOICE | |
| | ESET | |
| | ESRI | |
| | FREEDOM SCIENTIFIC | |
| | GUARDIAN EDGE – SYMANTEC | |
| | GW MICRO | |
| | IBM | |
| | ICM CONVERSIONS | |
| | INFOR | |
| | INTERMEDIX EMSYSTEMS | |
| | HP | |
| | HUMANWARE | |
| | INFORMATION BUILDERS | |
| | KRONOS SOFTWARE | |
| | LANDESK | |
| | LASERFISCHE | |
| | LIQUIDWARE STATUSPHERE | |
| | MICROFOCUS INC | |
| | MINJET | |
| | MPS | |
| | MQSOFTWARE – BMC SOFTWARE | |
| | NCIRCLE | |
| | NETOP | |
| | NUANCE | |
| | ORACLE | |
| | OSAM | |
| | PASSPORT | |
| | PATCHLINK | |
| | PROOFPOINT | |
| | RSA SECURITY | |
| | REFERENCIA SYSTEMS | |
| | SAP AMERICA | |
| | SAS | |
| | SOLUTIONS SOFTWARE | |
| | SOPHOS | |
| | SPLUNK SOFTWARE | |
| | STASEEKER NETWORK INFRASTRUCTURE MONITORING | |
| | STELLENT – ORACLE | |



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| | | |
|--|-------------|--|
| | SUNGUARD | |
| | SYBASE | |
| | TECHSMITH | |
| | TREND MICRO | |
| | TRUSTWARE | |
| | ULTRABAC | |
| | VORMETRIC | |
| | WEBSense | |
| | | |

2.2.1.6 Software Publishers, General Representation.

2.2.1.6.1 *Excluded Software Publishers.* The Reseller must agree that there are no software publishers with whom they will refuse to do business if the Software Publisher is willing to do business with them. Resellers shall advise the LSCA or designee of any Excluded Software Publishers and provide explanations for the non-representation.

2.2.1.6.2 *Expanded Representation.* The Reseller is expected to continue to work towards reseller certifications with publishers not currently represented, particularly with those publishers whose sales volume merit classification into the itemized publisher lines. Similarly, Reseller is expected to continue to work towards a higher certification level with current publishers

2.2.1.7 Price Quote, General. Pricing is submitted in the MPA as a percentage of Reseller Cost. Individual PA's will use the MPA pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the MPA rates. As requested by Purchasing Entity, for example on a high volume single order, Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal.

2.2.1.7.1 *Telephone or Email Quote Support.* Reseller shall accept requests for quotes by telephone, fax, email, or online. Reseller shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Reseller shall provide an email address for receipt of requests for price quotes. Reseller shall provide written quotes by fax, email or online as requested by the Participating State.

2.2.1.7.2 *Quoted Delivery Method.* The quote must clearly indicate the method of delivery, whether via media, download, or **3.3 Services** below.

2.2.1.7.3 *Timely Quotes.* Reseller agrees to work with publishers and distributors to obtain quotes and deliver software in a timely fashion. Expected response should be within twenty-four (24) hours but no more than three (3) business days. If, after three (3) business days, the Reseller has been unable to obtain the quote or assurances that



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they can obtain the software, the Reseller shall contact the Participating State or other Purchasing Entity with a status report. The Reseller and the Participating State/Purchasing Entity will mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller will provide the Participating State/Purchasing Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within ten (10) days of the request for quote, the Reseller shall provide a written statement (email is sufficient) to Participating State/Purchasing Entity, and the LSCA as may be required under the PA, that the Reseller cannot supply the software, and the reason why.

2.2.1.7.4 *Guaranteed 30 Day Quote.* Reseller is required to honor all quotes for thirty (30) calendar days. If it is known that a price adjustment will occur during the thirty (30) calendar days following the quote, the Reseller may provide two quotes, based upon the date that the order is received.

2.2.1.7.5 *Sales Promotion.* The Reseller may conduct sales promotions involving specific products or groups of products for specified time periods. If electing to exercise this provision, the Reseller shall submit a formal request for approval to the LSCA. The request should include: the product or product groups, the promotional price as compared to the standard price and the Master Agreement price for the product or product groups, and the start and end dates of the sales promotion. LSCA's approval shall be in the form of an amendment to the MPA. Upon approval, the Reseller shall provide conspicuous notice of the promotion to all Participating Entities.

2.2.1.7.6 A Participating State or other Participating Entity may allow the Contractor to charge a credit card fee in their Participating Addendum.

2.2.1.8 Product Delivery and Returns

2.2.1.8.1 Media. The Reseller shall work with Participating State or other Purchasing Entity to provide media via any method available and as requested by the Participating State including, but not limited to: original Publisher media, CD copies of master media duplicated by the Reseller, electronic downloads, etc. In cases where original publisher's media is not available, the Reseller shall provide CD's copied from master disks of the software purchased under any volume or enterprise license agreement.

2.2.1.8.2 Delivery Period. Reseller to provide delivery no longer than ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller. If delivery cannot be within this time frame, Reseller is to notify Purchasing Entity of delay and anticipated



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ship date. If this delayed delivery is unacceptable to Purchasing Entity, the order can be cancelled without penalty.

2.2.1.8.3 Product Returns. Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If that information is not provided to the Participating State by the Reseller, Reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the Reseller must agree to accept returns. If delivered software is defective, the Reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. The Reseller must agree that any defective or incorrectly delivered media will be replaced by overnight delivery at the Reseller's expense if requested by the Participating State or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the Participating State or Purchasing Entity within seven (7) days of initial notification.

2.2.1.8.4 Shipping Charges. Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Purchasing Entity has ordered expedited shipment. For expedited shipment, Purchasing Entity would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.

2.3 Services

| | IN SCOPE | | OUT OF SCOPE |
|--|---|------------------|--|
| SOFTWARE & LICENSING TYPE | COTS | Volume Licensing | Custom/Customized |
| LICENSING PERIOD | Perpetual | Subscription | Not Applicable |
| Delivery | Shrink-Wrap | Download | Not Applicable |
| Hosting as part of delivery & use | On-Premise | Off-Premise | Managed Services |
| SERVICES | Basic Installation, Training and Maintenance <i>Means that activity which does not require Consulting, Configuration, Engineering, Design or any other type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties (Statement of Work).</i> | | Consulting, configuration, engineering, design, etc., any type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties |

2.3.1 In Scope Services:
 Basic Installation, Maintenance packages and Training (3.4) are considered to be within the Scope of this Solicitation. This Master Agreement is intended for the acquisition of distributed, commercial off the shelf software



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2.3.2 (RESERVED)

2.3.3 A Participating State may include a statement in their Participating Addendum allowing state employees to purchase software licenses.

2.3.4 Individual Participating Addendums may further limit the Scope of this Solicitation.

2.3.5 This Master Agreement is not intended for the purchase of custom software applications.

2.4 Training.

2.4.1 Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.

2.4.2 Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.

2.5 Customer Service and Representation.

2.5.1 *Dedicated Representation and Timely Response.* Reseller shall provide a dedicated representative for each Participating State. Such representative will become familiar with the State and its cooperative partners, provide a single point as needed for quote assistance, offer software recommendations, track and report on renewal deadlines, and serve as a contact point for the LSCA. **Reseller must commit to returning phone calls or responding to emails within two (2) business days.**

2.5.2 *Problem Escalation.* The Reseller must provide an incident escalation path for each State, showing on that State's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary assigned contacts.

2.5.3 *Product purchasing trends.* **The Reseller will speak with LSCA and sourcing team quarterly** to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume or other changes.

2.5.4 *Contract Reviews.*

2.5.4.1 Reseller is expected to conduct **quarterly reviews** of all sales volumes and report sales figures and savings from Publisher's list price, by Publisher and by PA, as well as observed trends or purchasing patterns, and **to present the information to the LSCA.**

2.5.4.2 At the discretion of the individual participating states, an equivalent review, limited to that state, will be presented to the PSCA.

2.5.4.3 **All awardees under this contract shall meet once a year with the LSCA and Sourcing Team** to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.

2.5.4.3.1 Reseller is expected to **conduct a customer satisfaction survey** and an audit prior to this discussion and be prepared to discuss the results, and



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provide reports, at this review. At a minimum, the audit will report address quoting and billing accuracy, and any Reseller Cost that exceeds a Publisher's List price for that item.

2.5.4.3.2 Based on historical sales volume information, Reseller should be prepared to discuss potential cost savings opportunities which could be passed through to Participating States.

2.5.4.3.2 In a renewal year, the annual review will take place prior to contract extensions.

2.6. Interactions with Software Publishers

2.6.1 *Best Interests of Participating State.* Reseller would represent the best interests of the Participating State and other Participating Entities in negotiating or otherwise working with Publishers for such items as: maximizing cost savings with best use of volume or enterprise license agreements, better pricing on individual volume buys, taking advantage of publishers' specials, promotions, coupons or other savings opportunities.

2.6.2 *Liaison with Publisher.* A State may establish, in their individual PA, a requirement for Reseller to arrange with the software publisher or software publisher's designee for implementation, customization, training, support, maintenance and other software related services. **The provision of said services must be under a separate agreement between the Participating State and the applicable parties.**

2.7 Reporting

2.7.1 Standard Reports

Individual participating states may require their own standard reports, such as report on savings. Reseller shall provide these reports at the intervals, and in the format, as reasonably requested by the States. Reseller shall advise of standard reports which they can provide, and work with participating states on additional standard reports.

2.7.2 Online Reports

The SVAR shall be able to provide online, real time, reporting capabilities using website established for the state. These reports may include Back Order or Current Order Status reports. In addition, the system shall be able to provide the ability for the User agency to create custom reports. The requesting Participating State shall be able to select specific fields and create a necessary report for their specific needs. Data Fields shall include, but not be limited to, purchasing entity, Purchase Order Number, Order date, Invoice date, Publisher, Publisher Part Number, Software Reseller's Part Number, Description, Quantity Shipped, Unit actual price, Extended Price, Sales Tax and order total. Reports shall be able to be shown online as well as emailed to the requesting Participating State, if requested. Examples of Reseller's standard and online reports shall be submitted with the offer.

2.7.3 Custom Reports



Master Agreement Section 2: Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP016-130651**
Description: **Software Value-Added Reseller (SVAR) Services**

Participating State and SVAR may mutually agree to include terms and conditions and pricing for the development and provision of customized reports as an optional service in a Participating Addendum.

2.8 Other Value-Added Services

SVAR may propose other Value-Added Services, e.g., key escrow, in their response. Such services from an awarded Offeror, if consistent with this Statement of Work, recommended by the Evaluation Team, and accepted by the PSCA, would be added to the final awarded contract.

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**NEW BUSINESS
ITEM I- 2**

PREPARED BY: Paul J. Zielinski Deputy Director-CFO March 15, 2018

**SUBJECT: PURCHASING POLICIES AND PROCEDURE MANUAL
 PROPOSED CHANGES**

BACKGROUND: In October 2016, the Board of Commissioners of the Port of Palm Beach District approved the attached Purchasing Policies and Procedures Manual. Port staff, in conjunction with the Port Attorney, continually monitor the manual to both assure compliance with existing and new Florida State Statutes, and to modify/enhance the document to reflect best practices.

Port staff is requesting that the Board consider three changes to the Purchasing Policies and Procedure Manual.

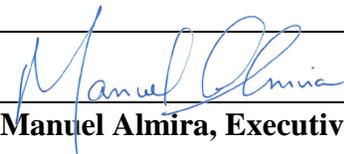
1. To modify the bidding process as permitted by Section 119.071 (1) (b) F.S. (the Florida Public Records Law) to exempt bidders' bids from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. The purpose of this change is to protect the Port and its bidders. When bids are opened publicly, they become public record, such that all bidders know what their competitors have bid. This creates a competitive disadvantage amongst bidders, in the event that the Port rejects all bids, and can discourage bidding, which creates an unfavorable competitive environment for the Port. This conforms to Palm Beach County practice.
2. To require that the Port publicly advertise for 7 days the Port's intention to award a contract as sole source, in order to confirm/verify the sole source nature of the award.
3. To establish a Cone of Silence from the time bids are received until such time as the Board makes a determination on how to proceed. During this time, there would be no oral or written communications with any District Commissioner or Port Staff regarding the subject matter of this Request for Proposals/Bids/Qualifications from bidders. For the purpose of clarifying the Request, a bidder must make a written request for such clarification only to Port Staff.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: The Board of Commissioners of the Port of Palm Beach is respectfully requested to modify the Ports Purchasing Policies and Procedure Manual to 1) eliminate the public opening of bids so as to permit non-disclosure of same until required by Section 119.071 (1) (b) F.S., the Florida Public Records Law, 2) to require staff to publicly advertise for 7 days any intention to award a contract under a sole source determination and 3) to establish a Cone of Silence from the time a bid is received until after a determination on how to proceed is made by the Board.

FINANCIAL IMPACT: NONE

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

Motion By: _____

Disapproved: _____

Seconded By: _____

Deferred To: _____

Unanimous: Yes _____ No _____

Incorporated into Minutes: _____

By: _____

Port of Palm Beach District

Proposed Changes

Purchasing Policies and Procedures Manual

- Removal of any existing language pertaining to **public bid openings** and replace with:

“As applicable, the Purchasing Department is no longer holding public bid/proposal openings due to the provisions of Section 119.071 (1) (b) F.S., the Florida Public Records Law. Therefore, the Port is not required to provide information until the earlier of the Port providing notice of an intended decision, or until thirty (30) days after opening the bids/proposals. Further, if the intended decision is to reissue the solicitation, the Port is not required to provide information until notice of an intended decision concerning the reissued solicitation or until the reissued solicitation is withdrawn.”

- Addition of requirements for **sole source purchases** to include verbiage which reads:

“Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. If an agency believes that commodities or contractual services are available only from a single source, **the agency shall electronically post a description of the commodities or contractual services sought for at least 7 business days.** The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors that the commodities or contractual services are available only from a single source, the agency shall provide notice of its intended decision to enter a single-source purchase contract in the manner specified.”

- Addition of verbiage for **cone of silence** to read:

“The ‘Cone of Silence’ is in effect from the date and time of the deadline for submission of the response, and terminates at the time that the Board of Commissioners awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process. **During the period of the Cone of Silence, there shall be no oral or written communications with any District Commissioner or Port Staff regarding the subject matter of this Request for Proposals/Bids/Qualifications from bidders. For the purpose of clarifying the Request, a bidder must make a written request for such clarification only to Port Staff.**”



Port of Palm Beach District

**Purchasing Policies and
Procedures
Manual
General Business**

UPDATED 10/25/16

A MESSAGE FROM THE EXECUTIVE DIRECTOR

This Purchasing Policies and Procedures Manual is approved by the Board of Port Commissioners and shall serve as the framework for all procurement activities of the Port of Palm Beach District.

All staff involved in the purchasing process should familiarize themselves with the contents of this Manual in order that policies of the Port may be administered properly.

Manuel Almira
Executive Director

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INTRODUCTION

The policies and procedures set forth in this Purchasing Policies and Procedures Manual (“Manual”) represent the Port’s adherence to prudent business practices when purchasing goods and services. All purchasing will be done to support the mission of the Port. The Port will consider the benefits of established Federal, State, County and Municipal Contracts to procure certain goods and services, and may “piggy-back” on same in accordance with this Manual. However, since such sources are not “mandatory”, Port management is responsible for determining the appropriate and most desirable source for each procurement.

All Procurement policies and procedures are under the direction of the Board of Port Commissioners except where any of these policies and procedures conflict with Florida Law, Florida Law will control. Specifically, this Manual is intended to guide all Port procurement and ensure the Port:

- Obtains high quality goods and services at a reasonable cost.
- Conducts all procurements in a fair and impartial manner, avoiding any impropriety or appearance of impropriety.
- Seeks competition, consistent with the business needs of the Port.
- Allows flexibility in fashioning details of such competition.
- Provides clear rules, in advance of competition, governing contract awards.
- Freely exchanges information between purchasers and vendors, inasmuch as such exchange does not negatively affect the business objectives of the Port, or violate associated confidentiality requirements.
- Recognizes vendors that have provided long-term, outstanding support.

This Manual provides information to all employees of the Port as they identify and pursue the procurement of goods and services to fulfill the business needs of the Port. However, as indicated herein, specific responsibilities and authorities have been defined for purchasing goods and services on behalf of the Port. All employees are therefore directed to the Port responsible party, as defined herein, prior to pursuing any procurement.

Certain procedures and forms referenced in this Manual are subject to change, as the Port continues to evolve its procurement operations and systems.

The Chief Financial Officer/Deputy Director and the Port’s Purchasing Manager are available to assist in any purchasing activity and to interpret and apply these policies and procedures. These policies and procedures are designed to ensure fairness and competitiveness in the Port’s procurement of goods and services and have been reviewed and adopted by the Board of Port Commissioners.

SECTION 1: ETHICAL STANDARDS OF CONDUCT

1.1 ETHICS IN PROCUREMENT

In Florida Statutes Section 287.001 the Florida Legislature recognized that fair and open competition is a basic tenet of public procurement; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and that documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process by which commodities and contractual services are procured.

Accordingly, it is important that Port employees conducting procurements on behalf of the Port avoid improprieties, as well as the appearance of such improprieties. The integrity and credibility of the procurement program requires Port employees to be impartial, fair and free of any relationships that may cause them to be unduly partial to any vendor or product. It is up to each individual to ensure they do not violate the spirit of procurement ethics.

Procurement ethics will always include, but may not be limited to, the following considerations:

Conflict of Interest. A Port employee is prohibited from participating in a procurement transaction if he/she (his/her spouse or family) has an interest in the potential vendor's business.

Disclosure of Subsequent Employment. Any Port employee having official responsibility for a procurement transaction who accepts employment with a bidder, offeror or vendor/contractor with whom he/she has dealt in any official capacity, must provide written notice to the Port of his/her intention to accept such employment.

Gifts. The following "no gift" policy shall apply: No gifts of any kind, of any value, shall be accepted, on or off the work site, by Port Staff from any individual or entity doing business with the Port.

"Gift" means any gratuity, favor, discount, entertainment, hospitality, loan, meal or any other item having monetary value.

Insufficient Authorization. No employee shall obligate the Port without having received prior written authorization, in the form of an approved Requisition, Purchase Request Form, PO (if applicable) and/or signed Agreement – based on the applicable thresholds in Section 5, item 5.1.

Kickbacks. Kickbacks involve getting something of value from a bidder, offeror, vendor/contractor or subvendor/contractor in an attempt to influence the award of business and are prohibited.

Legitimate Business Need. The procurement of goods and services will be limited to those necessary to the operation and mission of the Port, and its business interests.

Misrepresentations. Any Port employee having official responsibility for a procurement transaction is prohibited from knowingly falsifying, concealing or misrepresenting material facts concerning a procurement.

SECTION 2: STANDARD PROCUREMENT METHODS

2.1 DEFINITIONS

Alternate Contract Sources: An Alternative Contract Source is a contract written between a governmental entity and specified contractors, for the purchase of commodities and contractual services, which includes contract terms that allow other entities to purchase the defined commodities and contractual services according to the terms established in the contract. Alternative Contract Sources include but are not limited to State, Localities and Federal Contracts and Agreements, GSA Schedules, Cooperative Agreements, U.S. Communities, etc.

Bill Back: Bill back is a method of recovering the cost of goods or services received or obtained through the Port, as agreed in advance, between the purchaser and Port. When applicable, it must be noted on the purchase request form.

Blanket Purchase Orders: Blanket Purchase Orders are orders issued for miscellaneous items or materials, supplies, parts, etc. of relatively small dollar amounts on a repetitive basis.

Board: Board of Port Commissioners.

Commodity: Any of the various supplies, materials, goods, merchandise, equipment, information technology, and other personal property, purchased, leased, or otherwise contracted for by the Port.

Contract: A written agreement signed by all parties for the procurement of professional services.

Emergency Purchase: The emergency procurement of goods or services where there exists an immediate threat to the public health, safety, security and welfare or destruction of property.

Piggyback Method: Purchases made or services performed, under the same terms and conditions, from contracts competitively established by other Federal, State, County and Municipal government entities. .

Port: Port of Palm Beach District

Professional Services: The services of attorneys, consultants, engineers, architects, appraisers, auditors, etc.

Purchase Order: A purchase order is a written authorization from a buyer to acquire goods or services. The document authorizes a supplier to deliver to the buyer at the price, quality level, delivery date and certain other terms specified in the quotation.

Purchase Request: A requisition for the procurement of goods or services.

Requestor: Person or department requesting item(s) to be purchased.

Responsible Bidder or Offeror: A bidder or offeror who is fully capable to perform the requirements of a contract or agreement, in the best interest of the District.

Responsive Bidder or Offeror: A person/firm that has submitted a bid or proposal which conforms in all material respects to the requirements set forth in the invitation to bid, or request for proposal.

Services Agreement: An agreement between a vendor, contractor or service provider and the District, for professional services, which includes important provisions such as, but not limited to, services to be performed, time of completion, payment and general provisions.

Sole Source: Purchases which are clearly and legitimately limited to a single (sole) source of supply.

W-9 Form: A taxpayer identification form.

Note: "vendor", "supplier", "firm", "service provider", "company" and "vendor/contractor" are used interchangeably.

2.2 ITEMS EXEMPT FROM COMPETITION

The following purchases are by their nature exempt from the competition requirements of the Manual:

| Item Type | Description |
|-----------|---|
| A. | Advertising: radio, newspaper, television and other media, if exclusive area of coverage or other factor(s) preclude competition. |
| B. | Purchases from governmental entities. |
| C. | Utilities (water, electricity, gas, etc.). |
| D. | Membership dues and sponsorships. |
| E. | Publications (including subscriptions) from publishers or exclusive distributors of such |

publications.

- F. Processed media: movies, slides, videos, software, and other; from exclusive processor, producer or exclusive distributor.
- G. Conference, training, educational services, if purchased from sole providers.
- H. Fees and fines (payable to governmental entities), and postage.
- I. Licenses (payable to governmental entities, or for proprietary software).
- J. Permits (payable to governmental entities).
- K. Approved travel expenses.
- L. IT Services or Equipment and Security Technical Services or Equipment to enhance and ensure State or Federal Cyber Security Requirements.

2.3 METHODS OF PROCUREMENT

ROUTINE:

To be used for Purchase Requests which are not assigned one of the three priority level designations below.

EMERGENCY:

If a purchase is deemed to be an Emergency, requesting department shall submit a Request for Equipment, Supplies and/or Service, indicating that purchase is an "Emergency Purchase". **Requesting department must provide justification for the purchase.**

SOLE SOURCE PURCHASES:

If a purchase is deemed to be a Sole Source, requesting department shall submit a Request for Equipment, Supplies and/or Service, indicating that purchase is a "Sole Source Purchase". **Requesting department must provide written justification for the purchase being considered "sole source"**. The use of sole source purchases may in no way be used to limit competition or give preferential treatment to a particular vendor or manufacturer.

HURRICANE / NATURAL DISASTERS:

On October 21, 2004, the Port adopted Resolution 04-10212004-15 which established and declared an emergency procurement policy to expedite the implementation of emergency protective measurements, response, assessment recovery, mitigation and any temporary

repairs necessary to insure there is no danger to public life, health and safety as a result of a declared disaster. This process provides the Executive Director with the authority to authorize any necessary emergency expenditures and waiver of the normal procurement process for up to 72 hours for any necessary emergency preparations, temporary repairs and recovery efforts.

The Port also adopted Resolution 05-12152005-16 on December 15, 2005 that authorized the Port to enter into an Interlocal Agreement with Solid Waste Authority for the removal, reduction and disposal of storm debris following the passage of any hurricane that included Palm Beach County as a declared disaster area.

OFFICE SUPPLIES:

1. The Purchasing Manager is responsible for ordering and maintaining an adequate supply of office supplies for staff use.
2. All office supply requests shall be made via e-mail.
3. A Purchase Request Form must be completed and approved for all Furniture items.

SECTION 3: PROCUREMENT FORMS

3.1 PURCHASE REQUEST

1. Requesting Department shall submit a Request for Equipment, Supplies and/or Services (Purchase Request) to the Purchasing Manager, ensuring that it has all the necessary approval signatures.
2. A Department Budget Line Item is required.

Purchasing Manager may request that a department be responsible for placing their own orders, or scheduling services.

ALL PURCHASE REQUESTS ARE REQUIRED TO HAVE A COPY OF THE QUOTATION AND ANY OTHER PERTINENT BACKUP (IF NECESSARY) ATTACHED OR REQUEST WILL NOT BE PROCESSED.

3.2 PURCHASE ORDER/CHANGE ORDER

1. When a P.O. is required, the Requesting Department shall forward a copy of their completed, approved Purchase Request to the Purchasing Manager, who will then cut the P.O. and provide them with a copy. The original P.O. is retained by the Purchasing Manager and a second copy, along the original Purchase Request, is given to Accounts Payable.

2. When a Change Order is required, the Requesting Department shall provide the revised invoice, and any additional backup, if applicable, to the Purchasing Manager who will complete the Change Order. The original Change Order is retained by the Purchasing Manager and a copy provided to Accounts Payable.

3.3 BLANKET PURCHASE ORDERS/MONTHLY P.O.'S

Blanket Purchase Orders are orders issued for miscellaneous items or materials, supplies, parts, etc., of relatively small dollar amounts on a repetitive basis.

Requests for Blanket Purchase orders shall be made through the Purchasing Manager, who will obtain approval from the Chief Financial Officer/Deputy Director prior to issuance.

Once an order is placed, the vendor makes delivery and bills against the Blanket Purchase Order.

Blanket Purchase Orders are issued monthly, for as long as necessary.

Guidelines:

1. To be used where it is the most economical means on items such as automotive parts, gasoline, office supplies, etc.
2. It is the intention of the Port of Palm Beach District that the use of Blanket Purchase Orders be limited to those items which are smaller in value.

3.4 PURCHASE CARD REQUEST/AMERICAN EXPRESS

The Port holds a corporate American Express credit card account, which authorizes cardholders to buy goods and services under an established delegation of authority.

Cardholders' are being entrusted with a powerful and valuable tool and will be making financial commitments on behalf of the Port of Palm Beach District and will strive to obtain the best value for the District.

The card is tailored to meet the cardholders' department specific needs and available to procure items not exceeding a daily purchase of \$2,000.00 and a monthly limit of \$5,000.00 (unless otherwise directed and approved by the Chief Financial Officer/Deputy Director, and based on departmental needs.) The Chief Financial Officer/Deputy Director may exceed these limits only with the approval of the Executive Director.

Please refer to the Port's Purchase Card Cardholder Handbook which provides you with information on the proper use of the purchase card. Cardholder agreement and receipt of card

acknowledgement forms must be signed by each individual being issued a corporate credit card.

3.5 PETTY CASH REQUEST

Petty Cash funds are established for the primary purpose of allowing purchases of small amounts to be made with a minimum of inconvenience. These funds are the responsibility of its custodian. Requesting Department must first obtain approval when seeking an advance or reimbursement for business related items not exceeding \$100.00. The Petty Cash Fund is not to be used to circumvent the regular purchasing process.

Reimbursements for travel expenses and monthly mileage may be paid out of petty cash provided the traveler used personal funds to pay for their travel expenses and the reimbursement amount is less than \$100.

3.6 CHECK REQUEST

Check Requests shall be used for the following: membership dues, fees/permits/licenses payable to government entities, publications, approved travel expenses, training, conference registration fees, educational expenses, mileage reimbursements, sponsorships and vendor deposits/payments, as approved by Port Management.

A completed Check Request Form (Exhibit 5) should be completed and forwarded to the Accounts Payable Department for processing. A copy of the purchase request and estimate or invoice must be attached.

3.7 REQUESTS FOR CUSTOMER INVOICE

In the event that there is an incident which is the responsibility of a tenant, or work is performed under a tenant's lease terms, by the District, it shall be noted on the Purchase Request form that the tenant should be billed back for the service.

Once the Purchase Request is processed, and the work performed, the Purchasing Manager shall complete a Request for Customer Invoice (Exhibit 7) and forward it to our Accounts Receivable Department for processing and direct billing to the tenant.

SECTION 4: CONTRACT PROCUREMENT/TYPES OF AGREEMENTS

A contract is a written agreement for the purchase of commodities and services. To be effective, a contract must include an offer and acceptance by competent parties to furnish goods and/or services for an agreed monetary consideration.

Contracts shall include, but are not limited to, terms and conditions, specifications as described in the Scope of Work, bid solicitation information, vendor proposals and attachments.

The expenditure of funds against the contract will be authorized by the issuance of vendor invoices and will be monitored by the Port's Controller.

4.1 SERVICES AGREEMENT

These vendor contracts establish a source of supply for goods or services during a specified period and at a specified price. (Approved by the Board of Commissioners in March, 2016 – see example, Exhibit 11.)

4.2 ALTERNATE CONTRACT SOURCES

Federal, State, County and Municipal Local, Federal and GSA term contracts and purchasing agreements are created and used when multiple purchases of standard commodities and services are anticipated, for example, office supplies, uniforms, motor vehicles, and management consulting services; these contracts are with vendors selected through a competitive process.

These agreements have an “alternate source” or “piggyback” clause acknowledged by the approved vendor/contractor and may be used by other governments.

Piggyback contracts CANNOT be used as a basis for beginning negotiations. Accela, Inc. v Sarasota County, 993 So. 2nd 1035.

Prior to piggybacking informal quotes should be obtained, with three such quotes being ideal but not required. The contract being piggybacked must specifically provide for piggybacking, and the contract must not have expired.

The Port is authorized to purchase from alternate contract sources such as Federal, State, County and Municipal Local, Federal and GSA Contracts and Agreements, among others.

4.3 NON ADVERTISED COMPETITION METHOD

See Section 5, item 5.1 for required documentation and threshold limits on amounts up to \$10,000.00.

Purchase Requests of more than \$10,000 up to and including \$25,000.00 require (3) documented quotations (email/fax/phone), excluding those items exempted from competition in Section 2.2.

No purchase shall be divided or subdivided in order to circumvent the competitive bid requirements of this rule.

4.4 ADVERTISED COMPETITION METHOD

If the purchase price of commodities or contractual services exceeds the cost threshold of \$25,000.00, purchases may not be made without receiving competitive sealed bids or proposals, unless it meets one of the exemptions in Section 2.2, emergency or sole source purchases, or is waived by the Board.

The Port shall advertise a minimum of one (1) time, in the legal section of an appropriate newspaper of general circulation, and post on the Port's website.

Authorization from the Board must be received prior to advertising competitive bids/proposals and requests for qualifications.

1. **REQUEST FOR QUALIFICATION (RFQ)** is a method of obtaining information on the qualification of a particular vendor, when it is for a service that has not yet been used and information needs to be obtained, prior to receiving a bid.
2. **REQUEST FOR PROPOSAL (RFP)** This is a formal procurement method and is used when established criteria, in addition to price, are considered when selecting a vendor.
3. **REQUEST FOR BID/SEALED BIDS (RFB)** This is a formal procurement method and is used when price is the determining factor when selecting a vendor.

4.5 BID PROCESS, EVALUATION, SELECTION AND CONTRACT FORMATION PROCEDURE

A. General

The competitive sealed bid process includes the following elements:

1. Issuance of a written Request for Bid.
 - A. An Invitation to Bids shall be issued and shall include instructions to bidders, specifications and contractual terms and conditions applicable to the procurement. Pre-bid conferences are not normally required but recommended for complex purchases. Mandatory pre-bid conferences are permissible and non-attendance may be grounds for vendor disqualification.
 - B. Invitations to Bid, Requests for Proposal and other competition documents shall contain a statement informing persons of the provisions of Florida Statute Section 287.133 Paragraph (2) (a) proscribing bidding by a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime.

2. Regardless of whether the Port places such notices, the solicitation and award of business using public funds, regardless of the level of expenditure or type of good and service, is subject to the Freedom of Information Act. and F.S. 119.01
3. Public opening at the date and time advertised in the Invitation to Bid and announcement of all bids received.
4. The Port reserves the right to waive any technicalities/irregularities and/or to reject any and/or all Bids. The Port further reserves the right to award a contract to that Bidder whose submittal best serves the interest of the Port, in the sole discretion of the Port.
 - A. Any firm which submits in its proposal/bid to the Port any information which is determined to be substantially inaccurate, incorrect, misleading or exaggerated, shall be disqualified from consideration.
5. Evaluation of bids will be based upon the requirements set forth in the bid documents.
6. If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the department or other agency may negotiate on the best terms and conditions. The department or other agency shall document the reasons that such action is in the best interest of the state in lieu of re-soliciting competitive sealed bids, proposals, or replies.

B. Department Responsibilities

The requesting department is responsible for the following during the competitive sealed bid process:

1. Submit a Scope of Work to the Purchasing Manager describing the design, specifications or performance characteristics of the goods or services required.
2. Provide the percentage values to be placed for each deciding factor when evaluating the bids.
3. Provide the dates for advertisement, when bids will be available for review, the pre-bid meeting date (if applicable) and bid opening date.
4. Participate in the Bid Opening with the Purchasing Department.
5. Participation on the Bid Evaluation Committee, reviewing the bids received verifying that the qualifications and past performance of the Bidder meet the specifications of the bid and evaluating each bid, scoring each one using the deciding values assigned

to each one, as indicated in the bid documents, documenting reasons why a bidder should/should not be considered for an award, and their final recommendation for award.

6. Provide support to prepare the Board Agenda item and answer Board questions if Bid results require Board Approval.

4.6 CONTRACT DEVELOPMENT

1. Once it is determined that a contract is necessary, a Services Agreement shall be prepared by the Purchasing Manager. Draft copies of the Contract shall be provided for review and comment to:
 - A. Requesting Department
 - B. Chief Financial Officer/Deputy Director
 - C. Port's Legal Counsel
2. Draft copies shall be reviewed and returned to the Purchasing Manager with any comments within a reasonable time.
3. Once the agreement is finalized, the agreement will be presented to the Board of Commissioners for approval.
4. Once approved, the agreement shall be executed by both parties and one original will go to the vendor and one to the Port's Records Department, with a copy to the Purchasing Manager for retention.

4.7 TERM

A contract for commodities or services may be entered into for any period of time deemed to be in the best interest of the Port, provided the terms of the contract and conditions of renewal or extension, if any, are included in the solicitation.

All contracts must clearly specify cancellation terms. Contracts must also adhere to the Port's guidelines with regard to invoices being payable Net 30 days.

In advance of the end of the designated term, the Purchasing Manager will request that the managing department provide their recommendation of renewal or termination for the agreement. Based on their recommendation, it will either be presented to the Board for Approval, or put out to bid.

4.8 CONTRACT RENEWALS/TERMINATIONS

Contracts shall be renewed for the terms stated in the agreement, upon approval from the Board of Commissioners.

In advance of the end of the designated term, each agreement will be reviewed for a recommendation of extension or termination by the managing department. Based on their recommendation, it will be presented to the Board for approval to: a) renew or b) put out to bid.

Notice of termination and effective date shall be provided by the managing department and issued in writing by the Purchasing Manager.

4.9 CONTRACT DOCUMENTS – RETENTION, MAINTENANCE AND CORRESPONDENCE

A. CONTRACT RETENTION

The Purchasing Manager shall be the custodian of all Services Agreements, and will maintain copies of all active and terminated agreements in accordance with the Port's retention policy.

B. CONTRACT MAINTENANCE – Contract Analysis Spreadsheet

The Purchasing Manager shall maintain the Contract Analysis Spreadsheet, which shall contain the firm's name, start and expiration dates, brief contract description, location performed, term, and cancellation terms - for the purpose of tracking upcoming contract renewals.

A copy of Contract Analysis shall be forwarded to Port Controller for review, and then given to Records Management to be presented at Board Meeting each month.

C. CORRESPONDENCE

All written correspondence should be handled by the Purchasing Department. In the event that it is necessary for other departments to correspond with vendors or contractors directly, copies of all correspondence shall be provided to the Purchasing Manager.

4.10 PUBLIC ENTITY CRIMES

The Contractor shall comply with all State and Federal laws applicable to its performance hereunder, including, but not limited to, the provisions of the Federal Civil Rights Act of 1964 as amended, and similar laws of the State of Florida, the Federal Americans With Disabilities Act, and similar laws of the State of Florida, the Federal Immigration Reform and Control Act of 1986, and laws governing Drug-Free Workplace.

The Contractor must attach a fully completed, executed and notarized Sworn Statement (Exhibit 9). The Contractor is specifically notified of the provision of Florida Statutes § 287.133

(2) (a) proscribing bidding by a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime.

4.11 INSURANCE REQUIREMENTS

For all Services Agreements, the vendor (and any/all subcontractors) must agree to maintain insurance coverage during the entire term of the contract, as negotiated, with levels (subject to change) as listed on the Required Insurance Coverage form (Exhibit 10). (Not applicable to tenant agreements or construction projects, as they may require different coverage levels.)

4.12 MINORITY/BUSINESS WOMEN ENTERPRISE (MWBE) POLICY

The Port shall use its best efforts to ensure that minority/women businesses have an equitable opportunity to participate in the Port's procurement process and that no business shall be excluded from participation in, denied benefits of, or otherwise discriminated against in connection with the award and performance of any contracts with the Port on the grounds of race, national origin, sex sexual orientation, sexual preferences or handicapped status.

A. PROCEDURE

The Port shall take all reasonable steps permissible by law to ensure that M/WBE's have maximum opportunity to participate in the Port's competitive purchasing processes.

B. GOAL

The Board has set a voluntary goal of 12 % M/WBE participation in Port business. In order to qualify as a Minority/Woman Business Enterprise, the firm must be certified by any certifying governmental entity in Palm Beach County.

SECTION 5: PROCUREMENT THRESHOLDS, REQUIRED FORMS AND APPROVAL LEVELS

The dollar value (threshold) of a purchase determines the documentation/process and approval(s) required.

5.1 REQUIRED DOCUMENTATION:

- \$100 and less – Petty Cash Request
- \$100.01 - \$999.99 – Purchase Request
- \$1000.00 - \$10,000.00 – Purchase Request, Purchase Order (Three proposals optional)
- \$10,000.01 - \$25,000.00 – Purchase Request, Purchase Order (Three proposals required)
- \$25,000.01+ - Competitive bidding required (unless exempted)

5.2 SPENDING AUTHORITIES/REQUIRED SIGNATURE APPROVALS

Limits on discretionary spending are determined and approved by the Board of Commissioners, and are subject to change. All departments will be notified with any amendments to spending authorities after the issuance of this Manual.

The following approvals are required on all Purchase Requests, Purchase Orders and Service Agreements. It is the responsibility of each approving Director to ensure the accuracy and completeness of the forms they sign prior to submission to the Purchasing Manager.

PURCHASE REQUESTS

- \$100.00 and under – Not Required (Use Petty Cash Form) – Requestor, Department Manager **or** Department Director **and** one of the following: Chief Financial Officer/Deputy Director **or** Executive Director
- \$100.01 - \$500.00 – Requestor **and** Department Manager
- \$500.01 - \$2,000.00 – Requestor **and** Department Director
- \$2,000.01 - \$10,000.00 – Requestor, Department Director **and** one of the following: Chief Financial Officer/Deputy Director **or** Executive Director
- \$10,000.01 - \$25,000.00 – Requestor, Department Director, Chief Financial Officer/Deputy Director **and** Executive Director
- \$25,000.01 and over – Requestor, Department Director, Chief Financial Officer/Deputy Director, Executive Director **and** Board approval

PURCHASE ORDERS

- \$1,000.00 to and including \$10,000.00 – Purchasing Manager, Chief Financial Officer/Deputy Director **or** Executive Director
- \$10,000.01 - \$25,000.00 – Purchasing Manager, Chief Financial Officer/Deputy Director **and** Executive Director
- \$25,000.01 and over – Purchasing Manager, Chief Financial Officer/Deputy Director **and** Executive Director (if designated by Board to do so) **and** Board approval

CONTRACTS

Contracts up to \$25,000.00

Executive Director

Contracts over \$25,000.00

Executive Director **and** Board approval

SECTION 6: INTERNAL CONTROLS AND RECORD KEEPING

6.1 BUDGETARY CONTROLS

Budgetary control is essential to the procurement process at the Port. All departments must prepare and submit a budget request each fiscal year which includes, among other items, the projected expenditure levels for procurement of goods and services. The budget should further define major procurements which are to be obtained during the course of the year. The request will be reviewed by the Executive Director, Deputy Director, Chief Financial Officer/Deputy Director and the Port Controller, and either approved, or revised and approved, as part of the overall Port budgeting process.

Before any department processes an order for goods and services, the Finance Department must ensure that proper funds are available (based on the available budget) to support the payment for such items. Currently, the Port accounting records reflect the “expenditure” of those funds once the items are paid for, to ensure subsequent purchases do not result in and over-expenditure of the budget.

Thus, the Budget Line Item section of all Requests must be completed in order for the Finance Department to identify the account the purchase is being made from.

6.2 EXPENDITURE CODING

All Port purchasing transactions will be coded to the general ledger account code for the appropriate department.

The Finance Department will be responsible for ensuring that any purchases of Fixed Assets will be identified, and the Port Controller will be responsible for properly recording the transaction on the Port’s financial records. A Fixed Asset is defined as:

Fixed Asset: A tangible or intangible item with a cost of \$1,000.00 or more, and with a life expectancy of more than one (1) year. All costs directly related to the acquisition of a fixed asset (i.e. freight, installation) should be included in the computation of the total costs.

6.3 PROCUREMENTATION DOCUMENTATION

Producing and maintaining adequate documentation of all purchasing activity is another essential element of internal controls within the Port. The documentation prescribed by this Manual will be maintained in all instances.

The Purchasing Manager will be responsible for issuing and retaining the original copies of all purchase orders, in accordance with requirements established by the State of Florida, General Records Schedule for Local Government Agencies. Copies of such documents will be retained by the requesting department.

A valid taxpayer identification form (W9) is required from all new vendors/contractors who are added to the Port's accounting system.

6.4 CONTRACTS

The Purchasing Manager is the custodian of all Services Contracts.

PROCEDURES:

1. Contact the Finance Department before issuing any formal solicitations (RFQ's / RFP's).
2. If the Finance Department believes a contract is not necessary (i.e. only a purchase order will be issued), the requesting department will be notified.

SECTION 7: FORMS / ATTACHMENTS

| | |
|-----------|---|
| Exhibit 1 | Requisition for Purchase of Equipment, Supplies and/or Services |
| Exhibit 2 | Purchase Order |
| Exhibit 3 | Petty Cash Form |
| Exhibit 4 | Purchase Card Request Form |
| Exhibit 5 | Check Request Form |
| Exhibit 6 | W-9 |
| Exhibit 7 | Request for Customer Invoice |
| Exhibit 8 | Missing Documentation Form |
| Exhibit 9 | Public Entity Crimes/Sworn Statement |

Exhibit 10 Required Insurance Coverage Form

Exhibit 11 Services Agreement - Example

EXHIBIT 1

REQUISITION FOR PURCHASE OF EQUIPMENT, SUPPLIES AND/OR SERVICES

EXHIBIT 2

PURCHASE ORDER

EXHIBIT 3

PETTY CASH FORM

EXHIBIT 4

PURCHASE CARD REQUEST FORM

EXHIBIT 5

CHECK REQUEST FORM

EXHIBIT 6

W-9

EXHIBIT 7

REQUEST FOR CUSTOMER INVOICE

EXHIBIT 8

MISSING DOCUMENTATION FORM

EXHIBIT 9

PUBLIC ENTITY CRIMES/SWORN STATEMENT

EXHIBIT 10

REQUIRED INSURANCE COVERAGE FORM

EXHIBIT 11

SERVICES AGREEMENT - EXAMPLE

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**NEW BUSINESS
ITEM I-3**

March 7, 2018

PREPARED BY: Jarra Kaczvara Senior Director, Business Development & Communications

SUBJECT: **Approval of 2018 Amended & Restated Lease
Maritime Office Complex – Tropical Shipping**

BACKGROUND INFORMATION: Please see Tropical Shipping's Maritime Office Lease Terms:

Current Lease includes:

- 1,650 sq ft on the 2nd floor; 2,605 sq ft on the 4th floor
- \$20.30/sq ft - Annual Rent: \$100,919

New Amended Lease includes:

- Effective April 1, 2018
- 5th floor totaling 9,448 sq ft
- \$19.50/sq ft - Annual Rent: \$184,236
- Reset a new 5-year term with one 5-year renewal option
- Port will provide the 1st month free rent in lieu of a rent credit for Tropical Shipping's contractor providing the painting of the floor
- Port will have the carpet professionally cleaned
- Port will replace the kitchen flooring within the first 6 months of the lease
- Port provided Tropical Shipping early access to the 5th floor for tenant improvements

Rent increase of \$48,172 vs. \$83,317 is due to the fact Tropical Shipping was planning to keep their 2nd floor lease space and also lease the new space recently built-out on the 4th floor. When the 5th floor was released by CBP/GSA, and came available, Tropical Shipping then elected to consolidate on 5th floor.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: \$186,381 annually / Increase of \$50,316 annually

RECOMMENDATION: Port Staff respectfully requests the Board of Commissioners approval of the 2018 Amended & Restated Maritime Office Complex Lease for Tropical Shipping and approve execution by the Executive Director.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

| | | | |
|----------------------------|-------|--------------|--------------------|
| Approved: | _____ | Motion By: | _____ |
| Disapproved: | _____ | Seconded By: | _____ |
| Deferred To: | _____ | Unanimous: | Yes _____ No _____ |
| Incorporated into Minutes: | _____ | By: | _____ |

2018 Amended and Restated
LEASE
(Maritime Office Complex)

THIS 2018 Amended and Restated Lease is entered into as of March ____, 2018, by and between **Port of Palm Beach District**, a special taxing district of the State of Florida, hereinafter called the "Lessor," having an address of 1 East 11th Street, Riviera Beach, Florida 33404 and a fax number of (561-842-4240), and Birdsall, Inc., a Florida corporation hereinafter called the "Lessee", having an address of One East 11th Street, #400, Riviera Beach, FL 33404.

WHEREAS, Lessor and Lessee entered into that certain Lease dated September 15, 2016, for certain office space in the Maritime Office Complex (hereinafter, together with any and all amendments thereto, called the "Lease"), and

WHEREAS, the Lessor and Lessee desire to amend and modify the Lease, as provided herein.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Lessor does lease unto said Lessee, and said Lessee does hereby hire and take as Lessee the demised premises described in Paragraph A below ("Premises"), to be used and occupied by the Lessee only for use as office space in connection with providing service to the maritime industry, and for no other purposes or uses whatsoever, upon the following terms:

A. PREMISES. The Lease initially provided for 4,255 square feet of office space, consisting of 2,605 square feet on the fourth floor ("Initial Fourth Floor Space") and 1,650 square feet on the 2nd floor ("Second Floor Space"). Further, the Lease provided for possible addition of 2,133 square feet of office space on the fourth floor of the Building ("Fourth Floor Buildout"), which would have resulted in surrender of the Second Floor Space. Lessor and Lessee have agreed that, notwithstanding the foregoing, as of April 1, 2018, Lessee shall begin to lease the area shown on attached Exhibit A ("Fifth Floor"), which shall constitute the "Premises" for all purposes, and shall vacate and release all other space in the Maritime Office Complex, and all rights to add additional space therein. Lessee accepts the Fifth Floor in its "as-is" condition. Lessee shall remove any personal property from the Fifth Floor prior to making its improvements, however, Lessor shall have the right to retain for itself, such personal property upon written notice to Lessee. The premises being surrendered shall be left broom clean, reasonable wear and tear excepted, with, at the option of the Lessor expressed in writing prior to thirty days following the last day of occupancy by Lessee (with this sentence of the Lease to survive termination), all of Lessee's wiring removed, at Lessee's sole cost.

B. EARLY ACCESS. Lessee shall have access to the Fifth Floor prior to April 1, 2018, for its tenant improvements ("Tenant Improvements"), all of which shall be at its own expense. All such improvements shall be subject to Section 21 of the Lease, shall be the property of Lessor but maintained by Lessee during the term of the Lease. *Provided that Lessor permits this early access after Lessee executes this Lease, but before Lessor's Board of Commissioners has approved this Lease, Lessee agrees, by executing this Lease, and in consideration of Lessor granting such early access without a fully executed Lease, that Lessee shall be fully responsible*

for all matters with respect to the Fifth Floor fully as though this Lease was in force with respect to the Fifth Floor, including without limitation, all indemnity and insuring obligations. Further, Lessor shall not be responsible for compensating Lessee for any improvements made to the Fifth Floor, and all such improvements shall be lien-free. _____: Initials of Lessee’s signing representative, acknowledging and agreeing to the foregoing italicized and independent covenant.

C. EXTENSION: The term of the Lease shall be extended for five years commencing April 1, 2018. Rent and other charges shall be adjusted and pro-rated as of April 1, 2018, using the Rent Table in E, below.

D. TERMINATION DATE: The termination date of this Lease shall be five years from April 1, 2018, at midnight, unless renewed as provided in F, below, all subject to earlier termination, at the sole option of Lessor, in the event of termination of that certain Amended Lease and Terminal Agreement dated May 23, 2002 (“ALTA”) by and between Lessor (identified as “District” in the ALTA) and Lessee (identified as “Corporation” in the ALTA), as the ALTA has been amended through the date hereof (the most recent amendment being the “2017 Amendment to ALTA” dated April 20th, 2017) and as the ALTA may be hereafter amended,

E. ANNUAL RENT: Commencing April 1, 2018, Rent shall be calculated using the following Rent Table (until March 31, 2018, the Rent Table from the September 15, 2016 Lease shall be applicable):

| RENT TABLE | |
|------------|------------------------|
| YEAR | AMOUNT Per Square Foot |
| 1 | \$19.50 |
| 2 | \$19.79 |
| 3 | \$20.09 |
| 4 | \$20.39 |
| 5 | \$20.70 |

Based upon the Rent Table, Rent shall initially be One Hundred Eighty-Four Thousand, Two Hundred Thirty-Six Dollars (\$184,236.00), annually, payable monthly, in advance, on the first day of each month beginning with the Commencement Date, at the offices of Lessor.

Rent and all other amounts payable by Lessee hereunder shall bear sales tax to be paid by Lessee. All other charges shall be in accordance with the then current Tariff of the Port of Palm Beach District.

The first months rent will be waived in lieu of rent credit for Lessee having the lease space painted.

F. RENEWALS: Lessee shall have one (1) option to extend the term of this Lease for an additional five (5) year term. The Lessee may exercise such option by giving written notice to the Lessor at least one hundred eighty (180) days prior to the end of the Lease, provided, however, that the right to exercise such option to renew shall be contingent upon Lessee being in material compliance with all provisions of this Lease, and further, the renewal shall not be effective unless Lessor and Lessee shall have, on or before ninety (90) days from the end of the initial term, mutually agreed on new rental rates per square foot for each of the ensuing five years, with the rate for each successive year being not less than the rate in the year which it succeeds.

G. PRO RATA SHARE: As used herein, the term Pro Rata Share shall mean a fraction, the numerator of which is the square footage of the Premises and the denominator of which is 41,411.

H. PARKING: Except as set forth herein, there shall be no reserved or exclusive parking. Lessee's employees and invitees shall park in such areas as are designated, from time to time, by Lessor. Lessee shall have the right to have use of 26 parking spaces at no cost, at locations designated, from time to time, by Lessor, and an additional 28 such spaces upon a reasonable showing of need by Lessee. These spaces shall be made available to the Lessee for standard passenger vehicles (including SUV's) only. In addition, Lessor shall make available to Lessee 4 parking spaces within the terminal area for Lessee's use moving to and from the terminal area. Parking spaces shall not be considered a part of the Premises. Lessee shall not have the right to have vehicles towed, tagged, booted or to otherwise enforce parking restrictions. If there is a violation of the parking rules, upon notice to Lessor, Lessor's obligation shall be limited to placing notices on violator vehicles and/or confronting violators with Port Security. Lessee shall provide the license plate numbers and a description of any vehicles entitled to park in reserved spaces.

I. UTILITIES: Rent includes only water and electricity; provided, that if and when electricity is separately metered, Lessee shall pay electricity.

J. SOLID WASTE AUTHORITY CHARGES: Lessee shall pay its Pro Rata Share (excluding the cruise facilities) of solid waste authority charges applicable to the building of which the Premises are a part. In calculating solid waste authority charges applicable to the building, the Lessor shall first make a reasonable allocation of such bill between the cruise facilities and the office space (which shall include the common area of the office side of the building).

K. CASUALTY INSURANCE: Lessee shall pay its Pro Rata Share (excluding the cruise facilities) of casualty insurance applicable to the building of which the Premises are a part. In calculating the cost of casualty insurance applicable to the building, the Lessor shall first make a reasonable allocation of such bill between the cruise facilities and the office space (which shall include the common area of the office side of the building). Lessee shall make monthly estimated payments of the insurance to Lessor, with each monthly amount being one twelfth (1/12) of the total of such insurance for the year (adjusted to conform to the policy year when actual figures are known, with any shortfall or overage being paid or credited as the case may be, in the month when actual figures are known) and being paid at the same time, and in the same manner as Rent, with the same rights in Lessor as to default and collection, which amounts shall not be escrowed, held in a separate account or placed at interest.

L. SECURITY: Lessee acknowledges that the building of which the Premises are a part are subject to security rules and regulations, as established from time to time by Lessor, and other governmental agencies, and acknowledges that access to the Premises is subject to such security measures as Lessor shall determine.

M. JANITORIAL: Lessee shall provide full janitorial service to the Premises not less than weekly, shall maintain the Premises in a clean condition, at Lessee's expense. Lessee shall have the non-exclusive use of the public restrooms located in the building of which the Premises are a part. Persons and entities providing janitorial service to the Premises are subject to security requirements, which shall or may include background checks and badging.

N. REAL ESTATE TAXES:

(a) Payment Related to Taxes. In addition to the Rent and other charges payable under this Lease, Lessee shall pay to Lessor, monthly in advance, a Payment Related to Taxes. The Payment Related to Taxes shall be 1/12th of the Allocable Amount (as defined below), as determined by the Lessor (pro rated for periods of less than a month).

In an instance where the term of the lease encompasses an entire calendar year of the lease, the Allocable Amount for that year shall be the ad valorem taxes actually due or to be due for that year (actual or estimated (by Lessor), and if estimated, adjusted when the actual taxes are known), and pro rated for the period of Lessee's occupancy during that year. In an instance where the lease commences in a year where ad valorem taxes are not being assessed by governmental authorities having jurisdiction, the Allocable Amount for that year shall be an estimate of what the ad valorem taxes would be for that year had ad valorem taxes been assessed for that year, and pro rated for the period of Lessee's occupancy during that year; provided that if the lease is for less than one year and terminates such that it does not extend into a year in which ad valorem taxes are assessed, then, all amounts collected as Payments Related to Taxes shall be refunded to Lessee after offset for any amounts due Lessor from Lessee.

Lessor shall notify Lessee of the actual amount of taxes for the current year at least fifteen days prior to the last date on which the maximum discount can be obtained ("Maximum Discount Date"), and advise Lessee of the balance due, and said balance due shall be paid within five days. Provided that Lessee shall pay any balance due at least ten days prior to the Maximum Discount Date, Lessor shall pay the taxes on or before the Maximum Discount Date.

(b) Right to Contest Assessment. Lessor shall provide a copy of the Notice of Proposed Taxes to Lessee at least fifteen (15) days before expiration of the period during which such tax bill can be contested. Lessee shall have the right to contest or review by legal proceedings or in such manner as Lessee, in its option, shall deem advisable (which proceedings or other steps taken by Lessee if instituted shall be conducted diligently at its own expense and free of any expense to Lessor) any and all taxes or assessments levied, assessed, or imposed against the Demised Premises, required to be paid by Lessee, provided that the full amount of the taxes shall first be paid over to Lessor, and that such contest shall not result in a tax sale of the Building, or any portion thereof, or the issuance of any tax certificate or warrant. However, if Lessee desires to challenge an assessment, it must notify Lessor of said desire a minimum of five (5) days prior to the expiration of the time period in which the contest of assessment can be filed, and prior to payment of the taxes by Lessor and Lessee. At the request of Lessee, Lessor will cooperate with Lessee

and make available to Lessee upon demand any and all information which Lessee may reasonably require, join in any such contest or proceeding and execute any documents or pleadings that are reasonably required, including any agreement in settlement of any such contest or proceeding if it is necessary to do so to prosecute such proceeding, but Lessee in those circumstances shall pay, as incurred, any direct, out of pocket costs and expenses incurred by Lessee in connection therewith, and Lessor shall have the right, as a condition of consenting to a settlement or judgment which imposes any monetary obligation on Lessor, to require that security satisfactory to Lessor be deposited with Lessor to protect against such monetary obligations. In any event, no such contest shall defer or suspend Lessee' obligations to pay the taxes or assessments as herein provided; but if Lessee is required by law to first pay the taxes or assessments and then seek a refund from the taxing authority, Lessee shall do so. Nothing in these provisions shall be in derogation of Lessor's right to contest or review any taxes or assessments by legal proceedings or in such other manner as may be available to Lessor.

The following express stipulations and conditions are made a part of this Lease and are hereby agreed to by the Lessee:

Section 1. Assignment. The Lessee shall not assign this lease, nor sublet the Premises, or any part thereof nor use the same, or any part thereof, or any rights hereunder, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein or additions thereto, without the written consent of the Lessor, and all additions, fixtures or improvements which may be made by Lessee, except movable office furniture, shall become the property of the Lessor and remain upon the Premises as a part thereof, and be surrendered with the Premises at the termination of this Lease.

Section 2. Liability for Damage to Lessee's Property. All personal property placed or moved in the Premises shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any cotenant or occupants of the building or of any other person whomsoever.

Section 3. Compliance With Law. Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the Florida Department of Law Enforcement, the United States Coast Guard, Port of Palm Beach and all other federal, state and city government and of any and all their departments and bureaus having jurisdiction over the building of which the Premises are a part.

Section 4. Casualty. In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this Lease, whereby the same shall be rendered untenable, then the Lessor shall have the right to render said Premises tenable by repairs within ninety (90) days from the date of the casualty ("Repair Period"). If said Premises are not rendered tenable within said time, either party may cancel this Lease, provided that notice of such cancellation is given in writing and within ten days following the end of the Repair Period.

Rent and other amounts owed by Lessee under this Lease shall not be owed for any time period that the Premises are untenable.

Section 5. Landlord's Lien. The said Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods and chattels of said Lessee, which shall or may be brought or put on said Premises as security for the payment of the amounts due hereunder, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said Lessor, and does hereby agree to pay Lessor's reasonable attorney's fees incurred, together with all costs and charges therefore incurred or paid by the Lessor.

Section 6. Entry Upon Premises. The Lessor, or any of his agents, shall have the right to enter said Premises during all reasonable hours and upon reasonable notice to Lessee to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said Premises to potential lessees at any time within ninety (90) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the building.

Section 7. ACCEPTANCE OF PREMISES. Lessee hereby accepts the Premises in the condition they are in at the beginning of this Lease and agrees to maintain said Premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to said Lessor immediately upon demand, any damage to said Premises, or of the building, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee. Any and all improvements to the Premises shall be Lessee's sole responsibility other than the following: Port will be responsible for a) ensuring the carpet is professionally cleaned prior to Lessee move-in; and b) new flooring in the kitchen area within six-months of Lessee move-in.

Section 8. Landlord Liability for Damage by Water. It is expressly agreed and understood by and between the parties to this Lease, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the Lessee or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building.

Section 9. Bankruptcy. If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee before the end of the Lease term, the Lessor is hereby irrevocably authorized, at its option, to forthwith cancel this Lease as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Lessor's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above-described property by virtue of this Lease.

Section 10. Charges for Other Services Collectible as Rent. It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessor for services or

for work done on the Premises by order of the Lessee, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent due and unpaid.

Section 11. Sales Tax. Lessee covenants and agrees to pay monthly as additional rent any sales or use tax, hereinafter imposed upon rents by the United States of America, the State of Florida, and any political subdivision thereof to Lessor, notwithstanding the fact that any statute, ordinance or enactment imposing the same may endeavor to impose the tax on the Lessor.

Section 12. Repairs and Maintenance. Lessor shall be responsible for replacing all air conditioning filters, maintaining electrical fixtures and all plumbing fixtures on the Premises. Lessee shall be responsible for changing light bulbs within the Premises and correcting all stoppages of plumbing within or originating from the Premises. During the Lease term, Lessor shall maintain and repair all major mechanical systems (such as HVAC, electrical, and plumbing), windows, roof structures and other structural portions of the Premises, and Lessor shall maintain the exterior of the Premises and the common areas in good condition. Lessee acknowledges that the building does not have a heating system.

Section 13. Late Payment Charge. If Lessee shall fail to pay the monthly installment of Rent or any additional payment as required herein to Lessor, so that Lessor shall not receive same within five (5) days of the date when the amount is due and payable, a late charge of five percent (5%) of the total amount past due, or a minimum of One Hundred and no/100 Dollars (\$100.00), whichever is greater, shall be paid by the Lessee to the Lessor per month, or portion of each month such item(s) is unpaid and still due. In addition to the aforesaid late charge, the Lessee shall pay interest at the rate of eighteen percent (18%) commencing five (5) days after the amount past due was payable by the terms hereof until the date Lessor received payment of same. These charges are for the purpose of collection efforts and to defray costs incurred by Lessor in regard to such collection efforts.

Section 14. Default.

a. Monetary Defaults. If Lessee shall fail to make any payment due hereunder within ten (10) days after written notice from the Lessor (with rent invoice constituting such notice), Lessor in any such event(s) shall have the option to terminate this Agreement, and/or pursue such other remedies as are provided by law or otherwise herein, which shall include, but not be limited to, recovery of all remaining Rent due or to become due and all other amounts due or to become due under this Agreement. Billing by the Lessor shall constitute written notice hereunder.

b. Non-Monetary Defaults. In the event Lessee shall (a) be adjudged bankrupt; or (b) make an assignment for the benefit of its creditors; or (c) violate or fail to perform any of the agreements herein contained, except as set forth under "Monetary Defaults", above, or (d) if the Lessee shall, for a period of more than six months abandon or vacate the Premises before the end of the term of this Lease (failure to exercise this right to call a default by Lessor shall not constitute a waiver to claim default at a later time, and during any period of abandonment of vacancy, the Lessor may show the premises for let) or (e) fail to comply with reasonable rules and regulations applicable to all tenants (excepting federal employees and federal contractors) with respect to the building of which the Premises are a part, shall (unless notice and or demand are specifically dispensed with under other terms of this Agreement) fail to cure the default as to such agreements

within twenty (20) days after written notice from Lessor, Lessor in any such event(s) shall have the option to terminate this Agreement, and/or pursue such other remedies as are provided by law or equity or otherwise herein, which shall include, but not be limited to, the remedies provided in “Monetary Defaults”, above. Notwithstanding the foregoing, any matter involving safety or security shall be addressed and cured promptly.

c. Other Remedies. The remedies for which provisions are made in this Section shall not be exclusive and shall be in addition to other remedies provided by law or equity, including without limitation, specific performance and injunctive relief, and Lessor may pursue such other remedies as are provided by law or equity in the event of any breach, default, or abandonment by Lessee, including Lessor’s rights to make claim against any financial guaranties provided for herein, e.g. guaranties, bonds and/or letters of credit given in connection with vessel agency or stevedoring. In addition, without limiting the Lessor’s rights to other remedies afforded by Florida law, Lessor shall have all rights available to a landlord under Florida Statutes Chapter 83.

Section 15. Insurance. Lessee shall obtain public liability insurance from an insurance carrier satisfactory to Lessor to protect against loss from liability imposed by law for all damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever, resulting directly or indirectly from any act or activities of Lessee, or any person acting for it or under its control or direction, at the Premises, the building of which the Premises are a part, or any property of Lessor, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from the acts or activities of any of the foregoing. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of not less than One Million Dollars (\$1,000,000.00) for any property damage or loss from any one (1) accident, and not less than One Million Dollars (\$1,000,000.00) for injury to anyone (1) person and not less than Two Million Dollars (\$2,000,000.00) from any one (1) accident combined, single limit. Lessor reserves the right to require any increase in the amount of liability coverage, from time to time during the term of this Agreement as Lessor should determine to be commercially reasonable. Each such liability insurance policy shall be of the type commonly known as Owner's Landlord's and Tenant's Insurance, but provide the extended coverage required herein above.

Section 16. Insurance Binders. Lessee shall deliver to Lessor a copy of the binder of all insurances required of Lessee hereunder, and duplicate originals of the policy itself, and certificates evidencing the existence of the necessary insurance policies. All insurance policies contemplated herein to be maintained by Lessee shall insure Lessor and Lessee as their respective interests may appear, and shall show Lessor as a named insured. All such policies required to be maintained by Lessee shall be issued by companies qualified to write insurance in the State of Florida and possessing a rating of A-3A (or higher), by Best's Insurance Rating. The cost of premiums of all such policies of insurance as herein required to be maintained by Lessee shall be paid by Lessee. Any policy required hereunder to be maintained by Lessee or actually maintained by Lessee shall contain a clause that the insurer shall not cancel or change the insurance policy without first providing ten (10) days prior written notice to Lessor. Not less than thirty (30) days

prior to the expiration of any insurance required herein to be maintained by Lessee or actually carried by Lessee, Lessee shall deliver to Lessor a copy of the certificate of renewal thereof.

Section 17. Liability of Lessor to Third Parties. Lessor shall not be liable for any damage or injury to any person or property whether it be Lessee's agents, guests, invitees, or otherwise by reason of Lessee's occupancy of the demised Premises or because of fire, flood, windstorm, acts of God or for any other reason, except its own negligence and/or willful and wanton misconduct. Lessee agrees to indemnify and hold harmless Lessor from and against any and all loss, damage, claim, demand, liability, or expense by reason of damage to person(s) which may arise or be claimed to have arisen as a result of the occupancy or use of the Premises by Lessee, or by reason thereof, or in connection therewith, or in any way arising on account of any injury or damage caused to any person or property on or in the Premises, provided, however, the Lessee shall not so indemnify and hold harmless as to the loss or damage due to the negligence or willful misconduct of Lessor, Lessor's employees, agents, guests, or invitees.

Section 18. Recording. This Lease shall not be recorded except by Lessor, in Lessor's sole discretion.

Section 19. Increased Risks. Lessee shall not use the Premises in any manner, even in Lessee's use for which the Premises are leased, that will increase risks covered by insurance on the Premises so as to increase the rate of insurance on the Premises or to cause cancellation of any insurance policy covering the Premises. Lessee further agrees not to keep the Premises or permit to be kept, used or sold or transferred thereon, anything prohibited by the policy of fire insurance covering the Premises. Lessee shall comply, at Lessee's own expense, with all requirements of insurers necessary to keep in force the fire and public liability covering the Premises.

Section 20. Subordination. This Lease and all rights of Lessee are subject and subordinate to the mortgages or other instruments of security which do now or may hereafter cover the Premises or any interest of Lessor therein, and to any and all advances made on the security thereof. This provision is hereby declared self-operative. Lessee agrees to execute any reasonable and accurate subordination agreement required by any lender loaning money to Lessor secured by the Premises. Further, upon request of Lessor, Lessee shall certify the status of this Lease in writing, including in such certification, the term, the annual rental, the amounts of any deposits claimed to have been hereunder, and whether or not Lessee is claiming any then current breaches or defaults by Lessor, and if so, the precise nature of such breaches or defaults.

Section 21. Improvements. All improvements to the Premises by Lessee shall be subject to the prior written consent of the Lessor, and the permitting requirements of the Port of Palm Beach District, and the same shall be at Lessee's sole cost and expense. Lessee shall obtain all other necessary permits from other governmental authorities having jurisdiction prior to commencing any improvements requiring such permits. Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Lessor against all expenses, costs and charges, including bond premiums for release of liens and attorney's fees reasonably incurred in and about the defense of any suit in discharging the said Premises or any part thereof from any liens, judgments or encumbrances caused by Lessee. In the event any such lien shall be made or filed, Lessee shall bond against or discharge the same within fifteen (15) days after the same have been made or filed. It is understood

and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent. Lessee shall not have any authority to create any liens for labor or materials on the Lessor's interest in the Leased Premises and all persons contracting with the Lessee for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration or repair of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look only to the Lessee's interest in the Leased Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Lessee. Lessee agrees, at the request of Lessor, to execute a memorandum setting forth the above to be recorded in the public records.

Section 22. Condemnation. It is agreed by and between the parties that if the whole or any part of the Premises shall be taken by any competent authority for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to, and be the property of, Lessor.

Section 23. Notices. All notices, requests, approvals, consents and other communications hereunder shall be deemed to have been given four (4) days after deposit in the United States mail in a sealed envelope, postage prepaid, registered or certified mail; or if personal delivery, at the time of delivery, or if by national overnight courier one day service addressed to the respective addresses stated below, then such notice, request or other communication shall be deemed to and have been given one (1) business day after being sent by national overnight courier, or if by facsimile, upon completion of transmission as evidenced by successful fax transmission notice, or if by E-Mail, upon transmission, and addressed to the parties at the addresses first set forth herein.

Section 24. Litigation in Palm Beach County. Any litigation commenced in connection with this Lease shall be commenced in Palm Beach County, Florida, and this Lease shall be interpreted pursuant to the laws of the State of Florida.

Section 25. Binding Effect. This contract shall bind the Lessor and his successors or assigns, and the heirs, assigns, personal representatives, or successors as the case may be, of the Lessee.

Section 26. Time of the Essence. It is understood and agreed between the parties hereto that time is of the essence of this Lease, and this applies to all terms and conditions contained herein.

Section 27. Rights Cumulative. The rights of the Lessor under this Lease shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Section 28. Waiver of Certain Statutory Rights. The Lessee specifically waives all of its rights to receive any of written notice from Lessor as afforded to Lessee pursuant to Florida Statutes Sections 83.20 and 83.05.

Section 29. Discrimination. Lessee shall not discriminate against any person, employee,

or applicant for employment, promotion, recruitment, lay-off, compensation, selection for training or apprenticeship because of race, religion, color, age, gender, sexual orientation, sexual preferences or national origin.

Section 30. Signage. Lessee’s signage shall be limited to a sign next to or on the door to the Premises, containing Lessee’s business name. Lessor shall have the right to control the location and style of sign.

Section 31. Termination. Upon termination of the Lease, the Premises shall be surrendered free of all of Lessee’s personal property, and left broom clean, reasonable wear and tear excepted, with, at the option of the Lessor expressed in writing prior to thirty days following the last day of occupancy by Lessee (with this sentence of the Lease to survive termination), all of Lessee’s wiring removed, all at Lessee’s sole cost.

Section 32. Entire Agreement. This Agreement, including its attachments and schedules, if any, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

Section 33. Jury Trial. The parties each waive trial by jury with regard to any matter arising hereunder or in connection herewith, as against each other, regardless of whether any third party to such matter shall have a right to trial by jury.

Section 34. Controlling Law; Venue. In any litigation in connection with this Lease shall lie only in Palm Beach County, Florida, and this Lease shall be interpreted and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

WITNESSES:

DISTRICT:
PORT OF PALM BEACH DISTRICT

Printed Name of Witness:_____

BY_____

Printed Name of Witness:_____

LESSEE:
Birdsall, Inc., a Florida Corporation

Printed Name of Witness:_____

BY_____

Printed Name of Witness:_____

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, who is personally known to me or who produced Florida Driver's license as identification, as _____ of PORT OF PALM BEACH DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

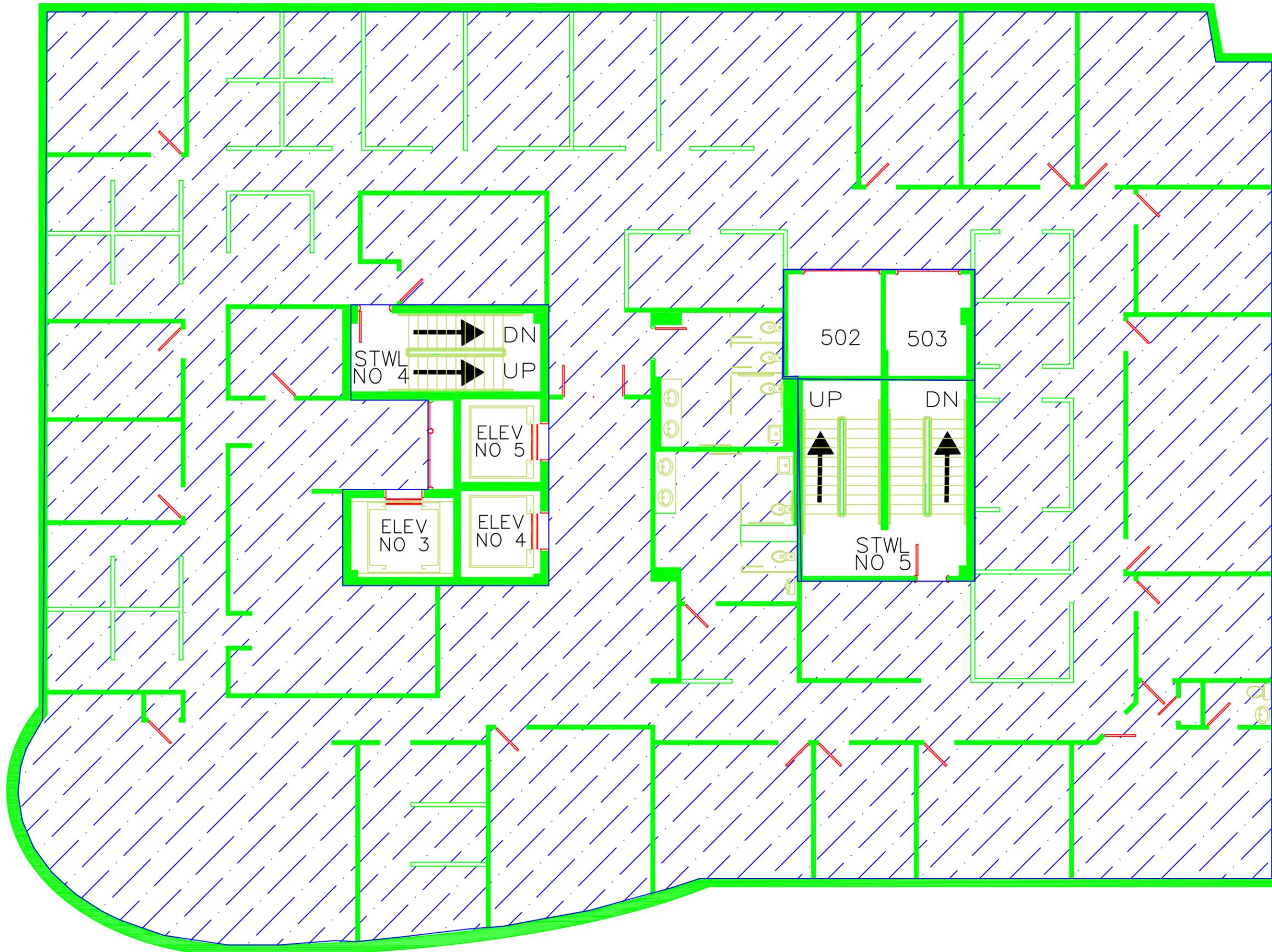
NOTARY PUBLIC
My commission expires:

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, who is personally known to me or who produced Florida Driver's license _____ as identification, as _____ of Birdsall, Inc., a Florida Corporation.

[SEAL]

NOTARY PUBLIC
My commission expires:



TOTAL
10,460 SQ FT

COMMON
1,012 SQ FT

LEASEABLE
9,448 SQ FT

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**NEW BUSINESS
ITEM I-4**

March 7, 2018

PREPARED BY: Jarra Kaczvara Senior Director, Business Development & Communications

SUBJECT: **Approval of Temporary Site License with Cingular Wireless**

BACKGROUND INFORMATION:

AT&T has held a Rooftop Lease on the MOB since 1991. With the MOB demolition project scheduled to begin in July 2018, and the Vertex cell tower not yet constructed, AT&T will need to place a Cellular On Wheels (COW) on the Port in order to service their customers in the Riviera Beach area. This Temporary Site License will provide AT&T the ability to have a small area (approximately 325 sq ft) to place this COW. They will decommission the rooftop equipment and establish service on the COW in the April/May timeframe. The license will be effective April 1 and expire November 1, 2018. AT&T can extend their license for 3 months in the event the cell tower is not constructed and then month-to-month thereafter. AT&T will pay \$2 per square foot for the land utilized for the COW, and the exact area will be determined and made a part of the License. AT&T will remove all equipment prior to the end of the term.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: To be determined – approximately \$60/month

RECOMMENDATION: Port Staff respectfully requests the Board of Commissioners approve the Temporary Site License for New Cingular Wireless PCS, LLC and approve execution by the Executive Director.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

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TEMPORARY SITE LICENSE

LICENSOR: The Port of Palm Beach District
4 East Port Road
Riviera Beach, FL 33419

LICENSEE: **New Cingular Wireless PCS, LLC and its affiliates**

TERM: April 1, 2018 through November 30, 2018
as may be extended pursuant to this License.

COMMENCEMENT DATE: April 30, 2018

LICENSED SITE: WP017/Riviera Beach (FL) - 10070044

1. License of Site. During the Term hereof, Licensor hereby licenses a certain portion of Licensor’s property (the “**Property**”) at the Licensed Site and grants to Licensee the right to install, operate and maintain at Licensee’s expense and risk, temporary communications transmitting and receiving equipment, including (without limitation) antennas, poles, masts, transmission line(s), vehicles and accessories (collectively, the “**Equipment**”) at the Licensed Site. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site with full and complete access to its Equipment on a 24-hour, seven (7) day per week basis; provided, that Licensee shall comply, at its sole cost, with all security requirements of the Port of Palm Beach, including without limitation, badging. At its discretion, Licensee may take at its expense measures and precautions necessary to protect the Equipment. The parties agree that consideration for this License is the improvement of quality of communications services to Licensor and its customers at the Licensed Site; rent will be charged at \$2.00 per square foot plus sales tax for the area utilized for the Cellular on Wheels. A final drawing of the site will be provided by the Licensor and made a part of the License herein. Should ad valorem taxes be assessed on the site, Licensor will be responsible for such.

2. Extension of Term. At the sole discretion of Licensee, Licensee may extend the Term for one (1) additional period of three (3) months each upon the same terms and conditions by providing Licensor with written notice prior to the end of the Term. If Licensee remains in possession of the Licensed Site after the expiration of this License, then Licensee will be deemed to be occupying the Licensed Premises on a month-to-month basis.

3. Removal of Equipment and Site Condition. Except as set forth herein, Licensee takes the Licensed Site as it finds it and Licensor shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition. Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment prior to the end of the Term, and any extensions thereof, and shall leave the Licensed Site in substantially the same condition that existed as of the date of this License, ordinary wear and tear and occurrences for which Licensee is not responsible hereunder, excepted.

4. Indemnification; No Consequential or Indirect Damages. Licensee shall indemnify and hold Licensor harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Property by Licensee or its employees or agents, provided, however, Licensee shall have

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no obligation to indemnify or hold harmless against any such liabilities and losses as may be due to or caused by the acts or omissions of Licensor or its employees or agents. Licensor shall indemnify and hold Licensee harmless against any liability or loss from personal injury or property damage resulting from or arising out of (1) the use or occupancy of the Property by Licensor or its employees or agents or (2) contamination of the Property subsurface or structures with hazardous substances; provided, however, Licensor shall have no obligation to indemnify or hold harmless against any such liabilities and losses as may be due to or caused by the acts or omissions of Licensee or its employees or agents. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensor and Licensee each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

5. Operation of Equipment. Licensee will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or television transmissions, Licensee will promptly take all reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated.

6. Assignment. Licensee shall not have the right to assign this License, without securing the consent of Licensor.

7. Insurance.

(a) Throughout the Term, Licensee will purchase and maintain in full force and effect such general liability policy as Licensee may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Licensee shall have the right to self-insure such general liability coverage.

(b) Licensor and Licensee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 7(b), Licensor and Licensee each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Licensee shall not be responsible to Licensor, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

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8. Electrical Service/Telephone Service. Licensee agrees, at Licensee's sole cost and expense, to pay for the electric service and fees needed for the operation of Licensee's equipment. Licensor agrees to grant the electric utility company any necessary permission, including temporary easement, for the electric line and meter installation, should the electric utility company require written permission or temporary easement.

8. Notices. Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or by certified mail in a sealed envelope, postage prepaid,

addressed in the case of Licensor to:

The Port of Palm Beach District
4 East Port Road
Riviera Beach, FL 33419

and addressed in the case of Licensee, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 10070044; Cell Site Name: WP017 (FL)
Fixed Asset No: 10070044
575 Morosgo Drive
Atlanta, GA 30324

With a copy to Licensee's Regional Counsel:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: 10070044; Cell Site Name: WP017 (FL)
Fixed Asset No: 10070044
208 S. Akard Street
Dallas, Texas, 75202-4206

10. Waiver. Failure or delay on the part of Licensor or Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

11. Prior Negotiations. This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements.

12. Amendment. No revision of this contract shall be valid unless made in writing and signed by duly authorized officers or representatives of Licensee and Licensor.

13. Licensor's Representations. Licensor represents and warrants that it owns or otherwise controls the Licensed Site during the Term of this License and that Licensor has full authority to execute and deliver this License.

14. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State in which the Licensed Site is located.

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IN WITNESS WHEREOF, the parties have executed this License as of the ____ day of _____, 2018.

LICENSOR:

Port of Palm Beach District

By: _____
Name: _____
Title: _____

LICENSEE:

New Cingular Wireless PCS, LLC
By: **AT&T Mobility Corporation**
Its Manager

By: _____
Name: _____
Title: _____

