

**OCEAN HIGHWAY & PORT AUTHORITY  
NASSAU COUNTY**

**SPECIAL MEETING AGENDA**

**Thursday, March 28, 2019**

**3:00 PM**

**John Drew Tax Collector  
86130 License Road #9  
Fernandina Beach, FL 32034**

3:00 PM – Meeting Called to Order – Chairman

Invocation & Pledge of Allegiance

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

1. Discuss and consider Resolution 2019-3 - Operating Agreement Clarification & approve new quarterly payment schedule for Worldwide Terminals and consider and to discuss and consider conduit bond issues.
2. Additional Administrative Expense
3. Adjourn

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

OCEAN HIGHWAY AND PORT AUTHORITY, NASSAU COUNTY, FLORIDA  
RESOLUTION NO. 2019-03

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

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

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

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

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

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

Section 1. All payment obligations between the parties to that certain Operating Contract between OHPA and Nassau Terminals, Inc. dated December 1, 1990, as amended, are fully satisfied and no further payments are due under that contract.

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

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

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

Section 5. As of the effective date of this Resolution, Nassau Terminals, Inc. owes \$25,000 under § 6.4 of the Operating Agreement. These payments shall be made no later than March 31, 2019. Thereafter, payments are due as set forth in § 3 of this Resolution and the Operating Agreement.

Section 6. Under § 4.4 of the Operating Agreement, the Operator may only reimburse itself for the cost of insurance premiums with Facility Use Fees that would otherwise be payable to OHPA under

the Operating Agreement. Operator does not have any other rights of offset or reimbursement for insurance premiums. If sufficient Facility Use Fees are not available in a fiscal year to reimburse Operator for premiums paid during that fiscal year, Operator's reimbursement rights shall not carry over to a subsequent fiscal year nor shall reimbursement rights accumulate year over year.

Section 7. This Resolution will become effective upon adoption.

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

OCEAN HIGHWAY AND PORT AUTHORITY,  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
Robert Sturgess, as its Chairman

ATTEST:

\_\_\_\_\_  
, as its Secretary

CONSENTED TO THIS \_\_\_ DAY OF \_\_\_\_\_, 2019 BY:

NASSAU TERMINALS, INC.

\_\_\_\_\_  
, as its President

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

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

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

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

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

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

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

Section 1. All payment obligations between the parties to that certain Operating Contract between OHPA and Nassau Terminals, Inc. dated December 1, 1990, as amended, are fully satisfied and no further payments are due under that contract.

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

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

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

Section 5. As of the effective date of this Resolution, Nassau Terminals, Inc. owes \$25,000 under § 6.4 of the Operating Agreement. These payments shall be made no later than the closing of the anticipated bond issuance or April 30, 2019, whichever comes first. Thereafter, payments are due as set forth in § 3 of this Resolution and the Operating Agreement.

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

Section 7. As to future grants, Operator will bear the cost of matching funds for grants approved by both OHPA and Operator, provided that neither will unreasonably withhold consent to procuring the grant.

Section 8. As part of its cooperation and support obligations in § 10.1 of the Operating Agreement, Operator will bear the cost of additional auditing required by grant procurement under the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General.

Section 9. As part of its cooperation and support obligations in § 10.1 of the Operating Agreement, Operator will bear any cost not covered by grant funding of updating the current Strategic Master Plan or developing a new strategic plan within 12 months of the effective date hereof, unless a later date is agreed to by OHPA. Any updates or new plans will comply with Fla. Stat. §§ 163.3178(2)(k) and 311.14.

Section 10. If OHPA must make legally-mandated expenditures in a fiscal year, and the revenues paid to OHPA by Operating under the Operating Agreement in that fiscal year will not be sufficient to cover these legally-mandated expenditures and OHPA's other budgeted expenditures, Operator agrees to cover the deficit created by the legally-mandated expenditures.

Section 11. This Resolution will become effective upon adoption.

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

OCEAN HIGHWAY AND PORT AUTHORITY,  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
Robert Sturgess, as its Chairman

ATTEST:

\_\_\_\_\_  
, as its Secretary

CONSENTED TO THIS \_\_ DAY OF \_\_\_\_\_, 2019 BY:

NASSAU TERMINALS, INC.

\_\_\_\_\_  
, as its President