

OCEAN HIGHWAY PORT AUTHORITY

NASSAU COUNTY

AGENDA

Wednesday, April 11, 2018

4:30 P.M. – Workshop Meeting

County Commission Chambers

James Page Governmental Complex

Nassau Place, Yulee, FL

4:30 P. M. –Workshop Called to Order –Chairman

Roll Call- Robert Sturgess, District 1; Danny Fullwood, District 2, Adam Salzburg, District 3;

Carrol Franklin, District 4; Lissa Braddock, District 5

Invocation

Pledge to Allegiance

1. Presentation on Financial Options for future projects- RBC Capital Markets

Julie Santamaria & Duane Draper with Bryant, Miller, Olive PA

2. Adjourn

Agenda

Wednesday, April 11, 2018

6:00 P.M. – Regular Monthly Meeting

County Commission Chambers

James Page Governmental Complex

Yulee, Florida

6:00 P. M. – Meeting Called to Order –Chairman

Invocation

Pledge of Allegiance

Roll Call- Robert Sturgess, District 1; Danny Fullwood, District 2, Adam Salzburg, District 3;

Carrol Franklin, District 4; Lissa Braddock, District 5

Comments-Audience (Those who would like to comment on agenda items-sign in sheets on the Press Table)

Comments – Those that have requested to have items addressed which they turned in prior to the monthly meeting

Wade Sansbury – Mauldin Jenkins – 2016-2017 Audited Financial Statement

Bo Corbett – Corp of Engineers & Robert Semmes –ATM – Fernandina channel re-alignment

1. Approval of Minutes

March 14, 2018 – Monthly Meeting

2. Consent Items

- **Moody's Investor Services- \$2,000.00 – Bond Expense**

3. Secretary / Treasurer Report

- March Expenses
- Account Summary

4. Report by Pierre LaPorte – Accountant

- Budget Amendment

5. Report of Clyde W. Davis, Legal Counsel

- Attorney's Report
- RBC Capital Markets–Financial Advisor Agreement

6. Laura DiBella

- Port Director Update
- Economic Update

7. Port of Fernandina Report

- Port Operations & Commercial Report
- Port Projects Update
- Allied Universal Contract

8. Old Business

9. New Business

- Customs House Letter Lawn from GSA
- Committee Reports from Commissioners
 - Port Security – Commissioner Salzburg
 - Custom's House – Commissioner Franklin
 - Economic Development – Commissioner Fullwood
 - Emergency Management – Commissioner Franklin
 - Technical Coordinating Committee – Commissioner Franklin
 - TPO – Commissioner Salzburg
 - AIFBY Chamber – Commissioner Sturgess
 - Greater Nassau Chamber – Commissioner Braddock

10. Administrative Office Manager Report

11. Other items to be brought by Commissioners

12. Adjourn

Ocean Highway & Port Authority

Robert Sturgess - Commissioner, District 1
Danny Fullwood- Commissioner, District 2
Adam Salzburg - Chairman, District 3
Carrol Franklin - Vice Chairman, District 4
Lissa Braddock - Secretary/Treasurer, District 5

Minutes

March 14, 2018

The Ocean Highway and Port Authority of Nassau County held their regular monthly meeting on Wednesday, March 14, 2018, in the County Commission Chambers at the James Page Governmental Complex, Yulee, Florida.

The meeting was called to order at 6:20 P. M. by Chairman Salzburg.

The invocation was given by Commissioner Fullwood and the Pledge of Allegiance was led by Chairman Salzburg. Roll call was conducted by Ms. Cason. All Commissioners were present with Commissioner Franklin and Commissioner Braddock arriving late due to traffic. Also present was Ms. Cason, Administrative Office Manager, Mr. Clyde Davis, Attorney for the Board, Mr. Pierre LaPorte, accountant for the Board, and Ms. Laura DiBella, Port Director.

Chairman Salzburg welcomed those in the audience and thanked them for attending this meeting and asked Ms. Cason if anyone had signed up to speak. Ms. Cason stated no.

Chairman Salzburg then moved to the minutes for approval from the January 29, 2018 Special Meeting and the February 14, 2018 Monthly Meeting. **Motion by Commissioner Fullwood to approve the Minutes from the January 29, 2018 Special Meeting and the February 14, 2018 Monthly Meeting as submitted. Motion was seconded by Commissioner Sturgess. Motion was unanimously approved.**

Chairman Salzburg stated there was one consent item which is the invoice from Mauldin Jenkins for \$12,900.00. Ms. Cason explained that the invoice represents one half of their approved fee for the audit. **Motion by Commissioner**

Fullwood to approve the Mauldin and Jenkins Invoice in the amount of \$12,900.00. Motion was seconded by Commissioner Sturgess. Motion was unanimously approved.

Chairman Salzburg then moved to the Secretary/Treasurer's Report for February, 2018. Chairman Salzburg then reviewed the Treasurer's Report and account balances. Ms. Cason stated that the water bill was down to \$99 and some change. Ms. Cason also informed the Board that two transfers from the Bank of New York had come in and the balance in the Port Revenue Account and Port Maintenance Accounts were updated.

Chairman Salzburg then recognized Mr. LaPorte for his report.

Mr. LaPorte stated that he has not circulated the MD & A yet as the audit is still in progress. He further stated that the auditors are working on the footnotes pertaining to the sale of Nassau Terminals and have contacted Mr. Ragucci for some information. Mr. Ratti, CFO for Worldwide, stated that Mr. Ragucci is in New York but he did get the email from the auditors. Mr. LaPorte stated he would begin work on the new budget for next month along with internal control systems. Chairman Salzburg requested pricing for bonding of the Chairman and Vice Chairman moving forward.

Chairman Salzburg then recognized Attorney Davis for his report.

Attorney Davis then reviewed his report, which is in their books. He stated that he felt the meeting with the City went well. He stated that the Board would have to address the Customs House lease in the near future. Attorney Davis also stated that the Sheriff is looking for a place to stage for his Marine Division which is currently at the Amelia Island Yacht Basin. He then moved to the lien on the Port and stated that it has not been recorded as of today and he will follow up with Bank of New York and Kinder Morgan. Attorney Davis then moved to the billing for the time he spent on the sale of Nassau Terminals. He further stated that in the future he will keep a timesheet showing work for the Board and the Port. Chairman Salzburg asked if the budget would need to be amended to pay this invoice. Ms. Cason explained that in the Port Operations budget there is a line item for Professional fees in the amount of \$125,000.00 which would cover these fees. Commissioner Franklin asked if the Board could expect more charges. Attorney

Davis stated that the only outstanding item is the Satisfaction of the Mortgage on the terminal. **Motion by Commissioner Franklin to approve the invoice from Attorney Davis in the amount of \$37, 187.50 for time spent on the sale of Nassau Terminals. Motion was seconded by Commissioner Fullwood.** After a lengthy discussion, with Commissioner Sturgess stating that he is paid to review attorney fees and he feels he had not seen some of this information and he had asked for and Attorney Davis said he would have to charge him. Attorney Davis stated he did not say he would charge him and he gave him the time it took to get this information together for him as a Board Commissioner. Commissioner Sturgess stated that he thought Attorney Davis should be paid but given the lack of knowledge during this transaction he felt Attorney Davis' bill should be cut to \$27,000.00. Commissioner Fullwood stated that Attorney Davis has worked for this Board for a low amount of money and he has no problem paying this bill. Commissioner Franklin asked Attorney Davis if he had charged for something he did not do. Attorney Davis stated no. Commissioner Franklin stated that this is only the second time Attorney Davis has billed the Board for additional fees. Commissioner Franklin stated that he thinks the Board should have a Workshop on the Budget. Chairman Salzburg stated that he knows how hard Attorney Davis worked on this and he has no problem with the bill. Commissioner Fullwood stated that when the Board hired Attorney Davis for the limited amount of funds available that he felt this Board could not have found another attorney to work for that fee. Commissioner Fullwood again stated that he does not have a problem with this invoice. **Motion was approved by 4 yeas with 1 nay vote by Commissioner Sturgess.** Attorney Davis stated that next item to be completed will be the new operating agreement and asked Commissioner Sturgess to assist with this. Commissioner Sturgess asked Attorney Davis if he had heard from the State Attorney's Office regarding the complaint. Attorney Davis stated he had submitted to them documents regarding the complaint for their review. Commissioner Sturgess asked for a copy and further stated that once this was cleared up he would be glad to assist. Commissioner Franklin asked that copies be provided to all Commissioners.

Chairman Salzburg then recognized Ms. DiBella for her report.

Ms. DiBella reported the following: discussions with Ligno Tech continue, several other inquiries were received last month as well, the Foreign Trade Zone

meeting went well, she met with the Governor yesterday, she will be attending a FEMA grant workshop tomorrow, she has had a meeting with the Georgia Ports concerning additional business and port operations. She reported that as far as economic development last month was the busiest on record and interest is county wide. Commissioner Sturgess asked if the Port had furloughed the higher paid employees. Ms. DiBella stated that would be a question for the operator.

Chairman Salzburg recognized Mr. Nick Ratti, CFO, for the Port tonnage report and revenue reports.

Mr. Ratti stated that this is their second meeting and thanked the Board and Attorney Davis for working with them. He stated that the tonnage for the month of February was 23,037 tons. He also reported that there were 224 rail cars and 23 trucks per day. Commissioner Sturgess asked Mr. Ratti about the furlough of employees. Mr. Ratti stated that what he heard is not true as there are still many long term employees at the Port. Mr. Ratti explained that the Port has always used temporary labor and they are currently working on an initiative which would use people from the community for temporary labor positions.

Chairman Salzburg then moved to old business.

Chairman Salzburg expressed his opinion about the meeting with the City. He then talked about the channel re-alignment and stated that he would like Mr. Sims with ATM to come speak with us at the next Board meeting to answer questions that he has. Commissioner Franklin asked Commissioner Ross if FIND was in support of this project. Commissioner Ross stated that FIND Commissioner Williams is in favor of this project. Commissioner Ross stated that they just want to re-align channel not to dredge. Chairman Salzburg stated he still wants to know the cost of re-alignment of the channel and who is going to pay for it. Commissioner Ross stated once the cost was established he would think that the City would pay these cost. Chairman stated he is interested to learn the benefits between abandoning the channel versus realignment of the channel. Captain Brian Slutter stated he would not encourage abandoning the channel.

Chairman Salzburg then moved to the budget amendment. Ms. Cason stated that she wanted the Board to have a copy of the adopted budget so the Board could review to see if there was anything that they wanted to add. She stated that she Mr.

LaPorte would remove bond related items that we will no longer have. Mr. LaPorte stated that there would be reserve amounts that need to be considered. Chairman Salzburg stated that he had discussed with Mr. Ragucci the need for a list of projects that the Port needs so the maintenance account could be adequately funded for maintenance and grant matches. Chairman Salzburg also stated that he had met with Mr. LaPorte and Ms. Cason regarding additional workload and time.

Chairman Salzburg then recessed the meeting at 7:36 for Ms. Cason to change the recording disk. Chairman Salzburg reconvened the meeting at 7:39.

Mr. LaPorte stated that since the Bank of New York is gone we need to design a new system of internal control to report adequately to the Commissioners on a monthly basis and the process for paying bills. He further stated that some of this may change once the new operating agreement is in place. Mr. LaPorte stated his new proposal is to increase his fees from \$750 per month to \$1,500 per month for the last six months of this year. He stated that he and Ms. Cason would work out these details and bring back to the Board. Mr. LaPorte stated the new charges would be charged to Port Operations. He further discussed the four different budgets currently existing. Ms. Cason recommended that the Board have a consensus on Mr. LaPorte's proposal which will be built into the budget and once the amended budget is approved then the Board would sign his new contract. Commissioner Franklin stated that he thinks that the Board needs to have a workshop on this and if needed, we can back date the approval for the time that they have spent on this. Chairman Salzburg stated that he thought the Board should consider additional funds for Ms. DiBella. After further discussion, the Board decided that the workshop should be 3/26/18 at 6 P.M. Ms. Cason will work on space for the meeting. Ms. Cason stated that her proposal is based on the additional duties which could take an additional 10-15 per week. She further stated that the proposal includes changing her position from contract to an employee position where the Board would pay taxes and be paid on an hourly rate. Ms. Cason stated she felt it would take the first quarter to fully understand all of the additional duties but she does not want to say 20 hours if it will only take 15 and the Board could pay for actual hours worked. The Board concurred with the position becoming an employee.

Chairman Salzburg stated that he is still working on the Port Director job description and hopefully will have additional information at the next meeting. The Board stated that the Finance Committee could stay and be used on an as need basis.

Chairman Salzburg then moved to New Business and Committee Reports.

Port Security –Chairman Salzburg stated that he had talked with Mr. Singer and the port security plan is in the process of being updated and meetings will start again soon.

Custom's House –Vice Chairman Franklin stated that there is nothing new to report at this time.

Economic Development – Commissioner Fullwood stated Ms. DiBella had reported on this earlier and the next Board meeting is March 24th.

Emergency Management – Commissioner Franklin stated that the next meeting has been scheduled for March 20th.

TCC – Commissioner Franklin reported that he attended the meeting and changes to the bylaws were discussed along with walking and bike trails in Nassau County and the next meeting is 4/4/18.

TPO- Chairman Salzburg stated that he was unable to attend this meeting due to a calendar conflict.

Chamber News – Commissioner Sturgess reported he plans to attend the March luncheon meeting. Commissioner Braddock stated that she was unable to attend the last meeting.

Chairman Salzburg stated that Ms. Cason's report is in the meeting book and asked if the Board had any questions.

Chairman Salzburg then asked if there were other items to be brought by before the Board. Chairman Salzburg stated that he had met with Mr. Mitch Owens and Ms. Julie Santamaria who is taking Mr. Owens place due to his retirement. He suggested that the Board hold a workshop regarding financial

options for the Board on April 11, 2018 at 4:30 P.M. He asked Ms. Cason if she could contact the County about using this space.

Chairman Salzburg stated that if there were other comments. With there being none the meeting stands adjourned at 8:05 P.M.

Adam Salzburg

Chairman

DUPLICATE INVOICE

Ms. Rhonda Poteat
Accounting Manager
Nassau Terminals, Inc
501 North 3rd Street
Femadina Beach, FL 32034

INVOICE No.: C2022915 - 000
REFERENCE No.: US18003986
CUSTOMER No.: 198133
INVOICE DATE: February 28, 2018

For Professional Services:

INVOICE AMOUNT > > >

US\$ 2,000.00

Payment inquiries contact:
Collections Team
Phone: 212/553-1134
Email: MISCollections@moodys.com

Please do not contact your Analytic Team regarding this invoice or any other fee-related matter.

Return This Portion With Your Payment

Invoice Amount: US\$ 2,000.00

INVOICE PAYABLE IN U.S. DOLLAR

Fed Wire or ACH with Invoice Number to : OR
SUNTRUST BANK
Transit Routing # 061000104
ACH # 061000104
Moody's Account # 8801939847
Account Name: Moody's Investors Service, Inc.
Swift Code: SNTRUS3A

Mail Payment with Invoice Stub to:
MOODY'S INVESTORS SERVICE
P.O. Box 102597
Atlanta, Georgia 30368-0597
USA

PAYMENT DUE UPON RECEIPT
Moody's Taxpayer ID #: 13-195-9883

Supporting Detail

Invoice Comment

Extension of the LOC provided by Wells Fargo Bank, N.A. to 12/22/2018

Issuer:

MSPG - Letter of Credit - Amendment Fee(s) for

Deal Name: Ocean Highway & Port Authority, FL, Adjustable Rate Industrial Revenue Demand
Bond(Nassau Terminal Inc. Proj.) Ser. 1990, \$33.2 MM
debt # 41910

2,000

NASSAU COUNTY OCEAN HIGHWAY & PORT AUTHORITY

Treasurers Report - March 2018

	Mar	YTD ACTUAL	BUDGET 2017-2018	Jan	Feb
INCOME					
Nassau Terminal Annual Fee	0.00	86,281.15	86,340.92	0.00	0.00
Grants	0.00	0.00	0.00	0.00	0.00
Electric Cogeneration	0.00	0.00	0.00	0.00	0.00
Other Income	0.00	0.00	0.00	0.00	0.00
JWR Drawdown	0.00	0.00	0.00	0.00	0.00
Cash CarryForward - MM	0.00	2,614.66	3,000.00	0.00	0.00
Cash CarryForward - MM Special Account	0.00	33,746.73	33,740.02	0.00	0.00
Operating Cash Carry Forward	0.00	1,250.85	294.00	0.00	0.00
Interest	0.00	31.01	20.00	10.52	0.00
TOTAL INCOME	0.00	123,924.40	123,394.94	10.52	0.00
COMMISSION DIRECT					
Salaries - Commissioners	5,000.00	30,000.00	60,000.00	5,000.00	5,000.00
Payroll Taxes	382.50	2,300.00	5,576.00	382.50	408.50
Unemployment	0.00	30.02	75.00	15.00	0.00
Conferences & Travel	0.00	220.00	1,000.00	220.00	0.00
Insurance	0.00	100.00	102.00	0.00	0.00
Salaries - Board Attorney	1,250.00	7,500.00	15,000.00	1,250.00	1,250.00
TOTAL COMMISSION DIRECT	6,632.50	40,150.02	81,753.00	6,867.50	6,658.50
COMMISSION OPERATION					
Salaries- Accountant	750.00	4,500.00	9,000.00	750.00	750.00
Salaries - Office Administrator	1,083.33	6,499.98	13,000.00	1,083.33	1,083.33
Expenses - Office Administrator	31.03	309.41	2,500.00	159.83	28.04
Travel - Office Administrator	60.99	312.63	1,000.00	57.78	85.86
TOTAL COMMISSION OPERATION	1,925.35	11,622.02	25,500.00	2,050.94	1,947.23
COMMISSION DISCRETIONARY					
Dept. of Revenue (Special Dist. Fee)	0.00	175.00	175.00	0.00	0.00
TPO. - Membership	0.00	1,217.00	1,217.00	0.00	0.00
GNCCC-Membership	250.00	250.00	250.00	0.00	0.00
AIFBY Chanber	0.00	280.00	280.00	0.00	0.00
FMX	0.00	0.00	0.00	0.00	0.00
Advertisement	0.00	0.00	500.00	0.00	0.00
Special Meeting - Court Reporter	0.00	519.75	0.00	0.00	0.00
Web Site	0.00	0.00	2,500.00	0.00	0.00
Awards & Presentations	0.00	87.00	120.00	0.00	0.00
Nassau Cty Economic Dev Board	0.00	0.00	2,500.00	0.00	0.00
Discretionary	8.75	54.25	100.00	8.75	8.75
TOTAL COMMISSION DISCRETIONARY	258.75	2,583.00	7,642.00	8.75	8.75
CUSTOMS HOUSE					
GSA - Customs House - RENTAL INCOME	-2,258.90	-\$13,553.40	-27,106.80	-2,258.90	-2,258.90
Bug Out Pest Control	25.00	150.00	300.00	25.00	25.00
River Pest Control Termite Bond	0.00	290.00	290.00	0.00	0.00
Bug Out Termite Bond	0.00	225.00	225.00	0.00	0.00
Trim-all Lawn Service	100.00	400.00	1,440.00	100.00	100.00
Raysor Cleaning Service	280.00	1,680.00	3,660.00	280.00	280.00
City of Fernandina Beach (Water)	99.87	901.50	1,500.00	158.49	117.82
Florida Public Utilities (Electric)	175.20	1,458.16	5,000.00	248.76	290.40
Maintenance	0.00	45.00	8,223.00	0.00	45.00
TOTAL CUSTOMS HOUSE	-1,578.83	-8,403.74	-6,468.80	-1,446.65	-1,400.68
TOTAL EXPENSES	7,237.77	45,951.30	108,426.20	7,480.54	7,213.80
Net Increase(decrease) in Funds	-7,237.77	40,360.86	-31,125.77	-7,470.02	-7,213.80

OCEAN HIGHWAY & PORT AUTHORITY
BANK ACCOUNTS SUMMARY

ACCOUNT	Balances as of March 31, 2018
1ST FEDERAL - ****3328 Operating	\$1,852.61
1ST FED PPORT PROJECT ACCOUNT	\$912.04
1ST FED. MMA SPECIAL - ***1552	\$23,595.77
1ST FED. MMA-OPERAT. - ****3310	\$52,267.52
1ST FED. ADMIN -6714	\$213.82
Port Revenue Account	\$179,539.65
Port Maintenance Account	233,649.84

This is an unaudited report of funds in each account



DISCLOSURE LETTER FOR MUNICIPAL ADVISOR AGREEMENT

March 29, 2018

Mr. Adam Salzburg
Chairman and Commissioner, District 3
Ocean Highway & Port Authority
86130 License Rd, Suite 9
Fernandina Beach, FL 32034

Re: MSRB Rule G-10 & G-42 Disclosures

Dear Mr. Salzburg:

Municipal Securities Rulemaking Board (MSRB) Rules G-10 and G-42 require that RBC Capital Markets, LLC ("RBC CM") provide you with the following disclosures concerning our agreement dated March 29, 2018 (the "Agreement") between RBC CM and **Ocean Highway & Port Authority** (the "Client") and to provide information regarding certain legal events and disciplinary history to you, as an authorized representative of our Client.

(a) Required Disclosures.

- i. RBC CM is registered with the Securities and Exchange Commission and the MSRB.
- ii. The website for the MSRB can be located at: <http://www.MSRB.org>.
- iii. On the homepage of the MSRB website there is a link to an investor brochure that describes protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.

(b) Conflicts of Interest.

- i. **Compensation-Based Conflicts.**
The fees due under the Agreement will be based on the size of the transaction and the payment of such fees shall be contingent upon the closing of the transaction. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for RBC CM to recommend unnecessary financings or financings that are disadvantageous to the Client or to advise the Client to increase the size of the transaction.
- ii. **Ordinary Course of Business - Other Municipal Advisor Clients, Underwriting Activities and Secondary Market Activity and Affiliates.** RBC CM serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client such as seeking to access the new issue market with advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair RBC CM's ability to fulfill its regulatory duties to the Client.

RBC CM is a broker-dealer that engages in a broad range of securities-related dealer activities to service its clients, in addition to serving as a municipal advisor. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for RBC CM to make recommendations to the Client that could result in more advantageous pricing for the other clients.

RBC CM, in connection with its secondary market sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore RBC CM could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, RBC CM or its affiliates may submit orders for and acquire the Client's securities. This activity may result in a conflict of interest with the Client in that it could create the incentive for RBC CM to make recommendations to the Client that could result in more advantageous pricing of the Client's bond in the marketplace.

If separately engaged by the Client, Global Asset Management, an affiliate of RBC CM (the "Affiliate"), may provide investment advice/services/products as a regulated investment advisor to municipal entities with respect to bond proceeds, which therefore are related to RBC CM's activities under the Agreement. The Affiliate may pursue business with the Client which could create an incentive for RBC CM to recommend to the Client a course of action designed to increase the level of the Client's business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate the Client's business activities with the Affiliate. This conflict of interest is mitigated in part by the fact that the Client engaged the Affiliate without the recommendation of RBC CM, and therefore RBC CM did not influence this decision. Furthermore, this potential conflict is also mitigated by the fact that the Affiliate is subject to its own comprehensive regulatory regime as an investment advisor under the applicable federal securities laws under which they operate.

- iii. **Bidding Agent Services.** RBC CM may provide bidding agent services to acquire open market securities or guaranteed investment contracts with respect to bond proceeds. Such services are not advisory in nature and would be subject to separate fees being charged by RBC CM (which fees are limited by Internal Revenue Service regulations) with disclosure of such fees to the Client.
 - iv. **Charitable Contributions and Event Sponsorships.** RBC CM has made or may make voluntary contributions to a charitable organization or client sponsored event that may or may not relate to the activities of the Client and which may be at the request of personnel of the Client. Such a contribution or sponsorship could give the appearance of favoritism in the Client's selection of RBC CM as its municipal advisor. RBC CM limits the size of any such contribution to a reasonable level taking into consideration various matters such as the purpose of the charitable organization, other contributions by RBC CM to the organization, employee participation in the organization and RBC CM's role and physical presence in the community and the state.
- (c) **Disclosures of Information Regarding Legal Events and Disciplinary History.** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, RBC CM sets out below required disclosures and related information in connection with such disclosures.

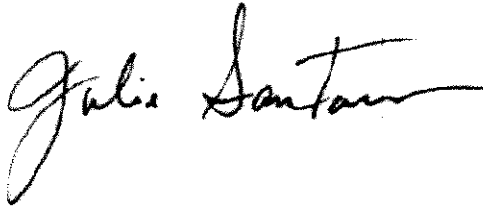
- i. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that RBC CM deems material to the Client's evaluation of RBC CM or the integrity of RBC CM's management or advisory personnel assigned to the Client
- ii. **How to Access Form MA and Form MA-I.** The SEC requires RBC CM as a registered municipal advisor and its individual employees who are registered as municipal advisors to file certain items of information on the SEC's Form MA or MA-I. RBC CM's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000050916&type=&dateb=&owner=include&count=40>. The SEC permits certain items of information required on Form MA or Form MA-I to be provided by reference to such required information already filed by RBC CM in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by RBC CM on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and RBC CM's most recent Form ADV is publicly accessible at the

Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, RBC CM's CRD number is 31194.

iii. **Most Recent Change in Legal or Disciplinary Event Disclosure.** RBC CM has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC

(d) **Future Supplemental Disclosures.** As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of RBC CM. RBC CM will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Santamaria". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

RBC CAPITAL MARKETS, LLC
Julie Santamaria
Director
March 29, 2018



MUNICIPAL ADVISOR AGREEMENT

March 29, 2018

Mr. Adam Salzburg
Chairman and Commissioner, District 3
Ocean Highway & Port Authority
86130 License Rd, Suite 9
Fernandina Beach, FL 32034

Re: Municipal Advisory Agreement

Dear Mr. Salzburg:

1. **Retention of RBC Capital Markets, LLC.** RBC Capital Markets, LLC ("RBC CM") appreciates the opportunity to serve as municipal advisor to the Ocean Highway & Port Authority, Florida (the "Client" or "you") in association with the issuance of obligations in the form of municipal securities or loan(s) (the "Obligations"), which may include conduit financings through the Client (the "Conduit Obligations"). Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by the Client (the "Effective Date").
2. **Scope of Services for Municipal Securities.** RBC CM is engaged by the Client as its municipal advisor to provide the services set forth below (the "Scope of Services") regarding the Obligations:
 - (a) Analyze the financing and structuring alternatives available to the Client if and as requested by the Client, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.
 - (b) Recommend a plan for the issuance of the Obligations, consistent with the goals and needs of the Client, that may include: (1) the type of Obligations; (2) the date of issue; (3) principal amount; (4) interest structure (e.g., fixed rate, variable rate, etc.); (5) interest payment dates; (6) a schedule of maturities; (7) any early redemption options; (8) security provisions; (9) method of sale (e.g., public sale, direct purchase by a bank or other investor, etc.); (10) as applicable, the investment of proceeds of the Obligations via state and local government obligations (SLGS), competitively bid open market securities or guaranteed investment contracts; and (10) other matters that we consider appropriate to best serve the Client's interests.
 - (c) Advise you of current conditions in the relevant debt market, market supply and demand issues, and other general market information and economic data which might reasonably be expected to influence interest rates, sale or bidding conditions or timing of issuance.
 - (d) Organize and coordinate the financing team selected by you. If requested, we will recommend qualified paying agents, escrow agents and verification agents, as the particular transaction may require, each of whom will be retained and compensated by you. We will assist in the preparation of soliciting underwriter proposals upon request and provide assistance to you for the hiring of the underwriter(s).
 - (e) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel, disclosure counsel or underwriter's counsel (as applicable) will issue an opinion to the effect that the disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under

which they were made, not misleading. Generally, working with counsel will mean coordinating with the attorneys and reviewing as municipal advisor such counsel's preparation of appropriate legal proceedings and documents, including documents concerning any required election.

- (f) As applicable, assist in the Client's preparation of any preliminary official statement and the official statement or equivalent document as the particular transaction may require (such as a private placement memorandum).
- (g) Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the Client seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.
- (h) Analyze the value and costs of obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the Client seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.
- (i) Attend meetings of governing bodies of the Client, its staff, representatives or committees as requested.
- (j) Coordinate with all parties to consummate the sale and delivery of the Obligations in a timely manner.
- (k) After closing, deliver to the Client and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.
- (l) You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed. Further:
 - i. Unless otherwise provided in the Scope of Services described herein, RBC CM is not responsible for the information included in any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about RBC CM provided by RBC CM for inclusion in such documents.
 - ii. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
 - iii. The Scope of Services does not include providing advice or services with respect to investment advisory services, brokerage services or derivative products.
 - iv. If the Client designates RBC CM as its independent registered municipal advisor ("IRMA") pursuant to the Municipal Advisor Rule (the "MA Rule") of the Securities and Exchange Commission (the "SEC") with respect to the activities and aspects described in the Scope of Services, the Client agrees to disclose to RBC CM the existence of any such IRMA designations. Any reference to RBC CM, its personnel and its role as IRMA in the written representation of the Client contemplated under the MA Rule is subject to prior approval by RBC CM. RBC CM is not responsible for verifying that it is independent (within the meaning of the MA Rule as interpreted by the SEC) from any party.

3. Scope of Services for Loans with Bank or Governmental Agency/Authority.

- (a) As requested, analyze the risks and benefits of a loan with a bank or governmental agency/authority loan versus the issuance of municipal securities via the public debt markets.
- (b) Recommend a plan for the structure of the loan, including: (1) the debt repayment structure and maturity dates; (2) loan amount; (3) interest structure (e.g., fixed or variable rate, etc.); (4) payment dates and early redemption dates, if applicable; (5) security provisions; and (6) as applicable, the investment of loan proceeds via state and local government obligations (SLGs), competitively bid open market securities or guaranteed investment contracts; and (7) other matters that we consider appropriate to best serve the Client's needs.

- (c) Recommend: (1) lenders who are or may be active in the market for tax exempt municipal loans; (2) participate in the drafting for your review and approval appropriate request for bids or qualification for lenders to submit bids to provide a loan; and (3) facilitate the distribution of requests for bids or qualifications.
- (d) Analyze and negotiate the term sheets obtained and advise you and recommend the terms that meet your financial objectives.
- (e) Attend meetings of governing bodies of the Client, its staff, representatives or committees as requested.
- (f) Coordinate with all parties to consummate the closing of the loan in a timely manner.

4. Scope of Services for Obligations for Which the Client Serves as Conduit Issuer.

From time to time, the Client may be requested to serve as issuer for Conduit Obligations secured by another entity (the "Borrower"). If requested, RBC CM may perform the following limited scope of services for Conduit Obligations:

- (a) As requested, analyze the risks and benefits of the Borrower of such Conduit Obligations, which may be in the form of a public offering of securities or a loan through a bank or other financing provider. Such analysis shall be limited to information provided by the Borrower and/or publicly available information regarding the Borrower. Both parties to this Agreement acknowledge that there can be no assurance of the ability of a Borrower to perform under any Conduit Obligations.
- (b) Attend meetings of governing bodies of the Client, its staff, representatives or committees as requested.
- (c) Assist in the coordination with all parties to consummate the closing of the Conduit Obligations in a timely manner.

5. Amendment to Scope of Services.

The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

6. RBC CM's Regulatory Duties When Servicing the Client under MSRB Rule G-42.

RBC CM must make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action, or that form the basis for any advice provided by RBC CM to the Client. Municipal Securities Rulemaking Board ("MSRB") Rule G-42 also requires that RBC CM undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. RBC CM is also required to use reasonable diligence to know the essential facts concerning the Client and concerning the authority of each person acting on the Client's behalf. If the review of a recommendation of another party is requested by the Client and is within the Scope of Services of the Agreement, RBC CM must determine based on information obtained through reasonable diligence, whether the proposed securities transaction or financial product is or is not suitable for the Client. To the extent our services involve advising you with respect to a bank loan or a loan with a governmental agency or authority, certain rules and regulations of the Securities and Exchange Commission and MSRB may not apply to the activities of RBC CM.

The Client agrees to assist RBC CM in carrying out these regulatory duties, including providing to RBC CM accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Client agrees to notify RBC CM if the Client requests that RBC CM review any recommendation of a third party.

7. Term of this Engagement.

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, three years from said date (the "Termination Date"). The Agreement shall automatically renew for subsequent three year periods. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

8. Compensation.

The fees due to RBC CM hereunder shall be as set forth in Appendix A hereto. In addition, RBC CM shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix A.

9. Limitation of Liability.

(a) In the absence of willful misconduct, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of RBC CM or any of its associated persons, RBC CM and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of any Obligations, or investments of bond proceeds, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by RBC CM to the Client. No recourse shall be had against RBC CM for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party.

(b) Official Statement and Waiver of Sovereign Immunity. The Client acknowledges that it is responsible for the contents of the preliminary official statement, official statement or any other document related to the issuance of the Obligations as contemplated herein ("Offering Documents"). Client will take all reasonable steps to ensure that the governing body has reviewed and approved the contents of the Offering Documents. In addition, Client agrees and understands that this Agreement is a contract for services and to the extent permitted under the applicable state law, waives any claims or defenses you may have that you are immune from suit for any matter arising from or relating to this Agreement.

10. Required Disclosures.

MSRB Rule G-42 requires that RBC CM provide you with disclosures of potential and actual conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in RBC CM's Disclosure Statement delivered to the Client together with this Agreement.

11. Waiver of Jury Trial.

EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

12. Choice of Law.

This Agreement shall be construed and given effect in accordance with the laws of Florida.

13. Binding Effect; Assignment.

This Agreement shall be binding upon and inure to the benefit of the Client and RBC CM, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

14. Entire Agreement.

This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

15. Severability.

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

16. No Third Party Beneficiary.

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17. Authority.

The undersigned representative of the Client represents and warrants that he has full legal authority to execute this Agreement on behalf of the Client. The following individuals and their successors have the authority to direct RBC CM's performance of its activities under this Agreement on behalf of the Client:

Mr. Adam Salzburg, Chairman
Ms. Laura DiBella, Port Director
Ms. Joanna Cason, Administrative Office Manager

18. Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

RBC CAPITAL MARKETS, LLC

By: _____

Name: Julie Santamaria

Title: Director

Date: March 29, 2018

ACCEPTANCE

ACCEPTED THIS _____ DAY OF _____, 2018

OCEAN HIGHWAY & PORT AUTHORITY NASSAU COUNTY

BY: _____

ADAM SALZBUERG,

CHAIRMAN AND COMMISSIONER, DISTRICT 3

ATTEST:

Appendix A

FEE SCHEDULE

In consideration for the services rendered by RBC CM, the Client agrees that RBC CM's fee for each issue of Obligations or loan will be as follows:

1. In connection with the issuance of debt, RBC CM shall be paid at closing in accordance with the following schedule, with a minimum fee of \$17,500 per transaction.

<u>Amount of Obligations/Loan Issued</u>	<u>Fee per \$1,000</u>
\$0 - \$10,000,000	\$1.50
\$10,000,001 - \$20,000,000	\$1.25
\$20,000,001 and Higher	\$1.00

For Conduit Obligations, such fee shall be \$10,000 or other amount mutually agreed upon by both parties to this Agreement due to the limited scope of services related to Conduit Obligations.

2. Upon specific request by the Client for hourly billing for special projects not involving the issuance of Obligations or a loan, RBCCM shall be paid on an hourly basis for all time expended by its personnel, as follows:

Managing Director	\$275 per hour
Director	\$250 per hour
Vice President	\$225 per hour
Assistant Vice President and Analyst	\$100 per hour

3. The parties acknowledge that there may be special projects for which compensation in an hourly rate may not be appropriate and which may not result in the issuance of Obligations. Fees for these special services shall be negotiated on a case by case basis and shall be agreed to in writing by both parties.

RBC CM will bill the Client at closing a fee for each issue of Obligations, loan or Conduit Obligations calculated on the above schedule as well as any actual "out-of-pocket" expenses incurred on behalf of the Client. Such expenses will be reimbursed subject to Client approval.



March 8th, 2018

Ocean Highway and Port Authority
501 North 3rd Street
Fernandina Beach, FL 32034

Dear Joanna,

Thank you for speaking with me and the opportunity to present Ocean Highway Port Authority Nassau County with a new proposal for security officers. We have had tremendous success at the location which was just verified by Ray Nelson when we meet with him recently. He expressed that he is very happy with the officers and that they do a good job for them.

Our current coverage for this property is approximately 235 hours per week. This consists of a Gate Access Control Officer 24 hours per day, 7 days a week as well as a 2nd gate and patrols. Many of our officers at this account have extensive tenure with us and are deserving of a raise. The standard pay rate for the area is \$11.37. Currently West Rock who is located right beside this location pays their officers \$12.00. Officers at both locations have to keep up with the same regulatory requirements required by federal and state laws.

The below proposal has a small rate increase to stay competitive and reward the current officers. This represents a \$1.00 per hour raise for the current Site Supervisor and .75 per hour for the current Officers.

Allied Universal's service is backed by the most comprehensive fidelity and liability insurance program in the security business. Allied Universal is the industry leader in promoting a safe, drug free workplace with a lost time and incident rate one half the industry average. We enjoy a worker's compensation interstate Experience Modification (EMF) averaging .55 over the last five years, the industry standard is 1.00.

Additionally, Allied Universal offers to our security officers the most extensive package of benefits in the protective service field, including life insurance, excellent health plan, prescription card discount, and matching 401(k).

Allied Universal's turnover rate of hourly employees is the lowest in the protective services field – only 20 percent of the industry average. Our selection and screening process naturally leads to a more mature, stable workforce. We believe that the experienced workforce at Ocean Highway and Port Authority Nassau County are deserving of this raise.

Allied Universal's Pay and Billing Rates
Ocean Highway Port Authority Nassau County

Position	Hours Per Week	Pay Rate	Bill Rate*	Holiday / OT Rate	Weekly Cost	Annual Cost
Officer	195	\$10.50	\$15.99	\$23.99	\$3,118.05	\$162,138.60
Site Supervisor	40	\$12.75	\$19.38	\$29.07	\$775.20	\$40,310.40
Golf Cart Monthly	NA	\$100.00				
TOTALS	235	Totals do not include the Golf Cart			\$3,893.25	\$202,449.00

Please let me know if you have any questions. I would be more than happy to come out and set down and talk more about the proposal. I look forward to hearing from you soon.

Sincerely,

James "Darrell" Creech
Branch Manager
Allied Universal
904-362-1152



SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain states

FULL LEGAL NAME OF CLIENT ("Client"): **Ocean Highway Port Authority Nassau County**

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, **General Terms and Conditions** and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: Ocean Highway Port Authority Nassau County

By: _____

Name: _____

Title: _____

Address for Notices: _____

Fax: _____

UNIVERSAL PROTECTION SERVICE, LP d/b/a
Allied Universal Security Services

By: _____

Name: James Darrell Creech

Title: Branch Manager

Address for Notices:

4190 Belfort Rd Jacksonville, FL 32216

GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of three (3) year beginning on _____ ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client via Allied Universal's current submission method within ten (10) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to Section C.3. below and (ii) three percent (3%). Allied Universal will invoice Client on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

A. Scope of Services

1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not provided any consultation services regarding what may or may not be the proper levels of security staffing, or the methods of security provided.

2. Client may request a change in the Services. Such requested changes will be communicated in writing and will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute non-performance by Allied Universal of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Client's location(s).

3. The purpose of any inspection at Client's location(s) by Allied Universal is solely to assist Client with its loss control program. The safe

maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.

B. Independent Contractor / Personnel

1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, including but not limited to including requiring Allied Universal personnel to use force and/or restraints and/or instructions related to Legally Mandated Break Periods (as defined herein), Client will be responsible for any damages, liabilities, claims or other consequences that may result.

2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with Client requested additional training at the costs set forth in Exhibit B.

3. Allied Universal shall provide uniforms for all assigned personnel.

Allied Universal will maintain these uniforms in good condition at Allied Universal's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by Client will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.

4. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings.

5. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity, civil rights and other employment laws/regulations. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

6. Client acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Client agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location for a period of one hundred and eighty (180) days following the last date of that person's employment with Allied Universal. In the event of a breach of this provision, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees and other costs arising from the breach of this provision.

C. Billing

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.

2. The parties agree any wage rates, annual/monthly/weekly billing estimates, or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates, the amount Client agrees to pay, or on the wages Allied Universal pays its employees.

3. In the event that Allied Universal experiences an increase in its costs resulting from any change, whether or not anticipated, in: (1) Federal, state, provincial, territorial, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state, provincial, territorial, or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates.

4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.

5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the applicable

provincial, federal or local statutes and/or regulations.

6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

D. Physical and Intellectual Property

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and/or utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Client further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client and Client's personnel will have no proprietary interest in the Work Product. Client acknowledges that it will not share such Work Product with any third party and any Work Product in Client's possession shall be returned to Allied Universal upon termination or expiration of this Agreement.

3. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

E. Insurance and Indemnification

1. Allied Universal shall maintain Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of the Services at Client's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00). Such insurance will be primary for any loss or damage occurring to Client vehicles operated by Allied Universal employees in performance of the Services, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client-owned vehicles.

4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify

Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the grossly negligent failure of Allied Universal to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client; and/or, (3) do not actually or allegedly arise out of a Legally Mandated Coverage Break(s) (as defined herein). Allied Universal's obligations under this paragraph shall not extend to first party losses sustained by Client, or other benefits or insurance provided by client to its employees, including but not limited to medical, disability, and workers compensation benefits

6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal, such amounts to be inclusive of any defense costs.

7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to directions and requests in Section B.1 and Section B.5); b) occur during Legally Mandated Coverage Break(s); and/or, c) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied Universal, or the failure of Allied Universal to perform the Services.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

9. Client shall give written notice to Allied Universal of any of its Losses or potential Losses arising out of the Services within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss shall be instituted or maintained against Allied Universal unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss shall be instituted or maintained against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

F. Compliance with Laws

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies ("SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all

applicable federal, state, provincial, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

G. Miscellaneous

1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall be governed by the laws of the state or province wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Client's termination of this Agreement.

9. Either party may assign this Agreement to an affiliate meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied

Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action or inaction of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its

employees are requested and/or required to adhere to by Client are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party.

14. Client acknowledges and agrees that the continuity of Services is subject to interruption for mandatory, paid rest periods or unpaid meal periods or other breaks as required by applicable law, during which time security professionals must be relieved of all duties, including without limitation to, the requirement to remain "on call" ("Legally Mandated Break Period(s)"). Services at the locations set forth in Exhibit A will be interrupted and such locations will not be secured during such time that security professionals are on Legally Mandated Break Periods and Client has not agreed to pay for sufficient relief coverage ("Legally Mandated Coverage Break(s)").

15. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time unless mutually agreed upon in writing.

16. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C; D; E; F and G.

EXHIBIT "A"

to Agreement Between

**Allied Universal
and
Ocean Highway Port Authority Nassau County**

LOCATIONS FOR SECURITY SERVICES PROVIDED BY

**Allied Universal
4190 Belfort RD Jacksonville, FL 32216
904-271-4520**

<u>Location</u>	Specify for each location: <u>Armed</u> <u>Unarmed</u>	<u>Schedule of Coverage</u>	<u>Hours</u>
1. Officer – 501 North 3 rd Street Fernandian Beach, FL 32034	Unarmed	Monday – Sunday 24 Hrs	195
2. Site Supervisor - 501 North 3 rd Street Fernandian Beach, FL 32034	Unarmed	Variou	40
3. NA			

Description of Services:

The Services Allied Universal will provide Client pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.
- Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The Security professional creating the report will be available to explain the incident report during their shift.
- The Security professional will also report criminal activity and/or visible hazards observed and/or reported while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed in herein.

EXHIBIT "B"

to Agreement Between

Allied Universal

and

Ocean Highway Port Authority Nassau County

BILLING RATES

The initial Billing Rates for the Services shall be as follows:

Allied Universal's Pay and Billing Rates Ocean Highway Port Authority Nassau County						
Position	Hours Per Week	Pay Rate	Bill Rate*	Holiday / OT Rate	Weekly Cost	Annual Cost
Officer	195	\$10.50	\$15.99	\$23.99	\$3,118.05	\$162,138.60
Site Supervisor	40	\$12.75	\$19.38	\$29.07	\$775.20	\$40,310.40
Golf Cart Monthly	NA	\$100.00				
TOTALS	235	Totals do not include the Golf Cart			\$3,893.25	\$202,449.00

Additional Notes:

- > Mutually agreed-upon merit increases will result in a Bill Rate increase.

* *Requested Overtime:* With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

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1. **ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS.** Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
 2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or by applicable collective bargaining agreement.
 3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.
 4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: \$125.00 per hour, for director or manager and \$65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this Agreement.
 5. Should Client require Allied Universal to provide uninterrupted Services during such Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.



GSA, PBS Region 4

4/2/2018

THE OCEAN HIGHWAY AND PORT AUTHORITY
86130 License Rd, Suite 9
Fernandina Beach, FL 32034

RE: LFL60314: **Notice of Non-Compliance**
Building: GOVERNMENT BUILDING
Location Number: FL2390ZZ

Dear Joanna Cason:

This letter is to notify you that a 2nd inspection was completed on 4/2/2018. The lessor was issued a lease deficiency letter on 2017-12-12 that the leased space located at 403 N 3rd St, FERNANDINA BEACH, FL 32034-4119 was not in compliance with Lease clause Section 6.18 LANDSCAPE MAINTENANCE which states:

"Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying or damaged plants shall be replaced".

A follow-up inspection was completed on 2018-04-02. During this inspection, it was determined that the following deficiencies remain outstanding:

The lawn is in poor condition with high multitude of weeds and bare areas of soil.

Please provide a written confirmation that the deficiencies will be resolved, or provide a detailed Action Plan to resolve the issues by **5/31/2018**. An inspection of the leased facility will be conducted to verify that the deficiencies have been resolved.

If the deficiencies are not resolved by this deadline date, it could result in a "Failure in Performance" according to paragraph 12 or "Default by lessor" according to paragraph 2.08 of the lease. Under this provision, the government may invoke its rights to remedy the deficiencies, and deduct the costs from the rental payments.

In accordance with clause #12 48 CFR REF - 552.270-10 "FAILURE IN PERFORMANCE" (SEP 1999) The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to

this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

Your compliance with the lease requirements is mandatory and the deficiencies must be remedied on or before **5/31/2018**. Thank you for your assistance in resolving the deficiency or deficiencies. If you have any comments or questions, please contact me at 904-517-9790.

Sincerely,

A handwritten signature in black ink, appearing to be 'S. Driskell', with a small dot above the 'i'.

Steven Driskell
Contracting Officer's Representative
904-517-9790, steven.driskell@gsa.gov

Enclosure: Lease Inspection Form

cc: Official File
Tammi Gibbons
Robert Harrison, Lease Contracting Officer

U.S. General Services Administration

www.gsa.gov

ADMINISTRATIVE OFFICE MANAGER'S REPORT
March 2018

Hours Worked –60 hours

Miles driven for OHPA purposes – 87

Banks accounts reconciled with statements for February.

All March invoices paid and entered into Quick Books.

Completed meeting agendas (posted on website and at office, County Building) along with meeting materials on the website and Commissioner's meeting packet for the monthly meeting.

Posted Notice of Gatherings- 0

Attended the Monthly Meeting

Minutes completed for the Monthly Meeting

Filing up to date

Scanned and indexed minutes.

Quick Books stick to Pierre for Treasurer's Report

Public records requests received – 1

Worked on sale of Nassau Terminals as needed including meetings with Accountant, Attorney and Nassau Terminals with Chairman

April

Complete April minutes for all meetings

Attend all scheduled meetings for April.

Pay all invoices that come in for April, enter into Quick Books and provide Pierre information for Treasurer's report and 2nd quarter financial notebook for quarterly financial report

Reconcile bank statements for March.

Continue scanning and indexing of minutes; work on records retention program as time allows

Process all public records requests received

Provide information as needed related to the sale of Nassau Terminals and work with accountant to establish policies and procedures. Work on amended Budget for 2017-2018

	A	B	C	F	G	H
1	MONTHLY MILEAGE FORM					
2						
3						
4	DATE		TRAVEL TO		MILES	
5	3/12		Pierre		7	
6	3/17		Pierre		15	
7	3/19		Clyde, Danny		7	
8	3/13		C. of Ferdinandamty.		22	
9	3/14		County Building Chrmty		6	
10	3/23		Pierre		15	
11	3/27		Pierre		15	
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