



OCEAN HIGHWAY & PORT AUTHORITY
Nassau County, Florida

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

AGENDA
December 3, 2025

- 1. Public Meeting Call to Order, 6:00 PM – Chairman**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Roll Call:** Miriam Hill, District 1; Scott Moore, District 2, Justin Taylor, Chair-District 3; Ray Nelson, Vice Chair-District 4; Mike Cole, Sec/Treasurer-District 5
- 5. Welcome Guests (Chair)**
- 6. Election of OHPA Officers (Chair, Vice Chair, and Sec/Treasurer)**
- 7. Public Comments** on non-agenda items (Comments submitted prior to the meeting, limit 3 minutes per speaker)
- 8. Approval of Minutes**
 - a. November 12, 2025 (Executive and Monthly Meetings)
- 9. OHPA Attorney Report**
- 10. OHPA Accountant Report**
 - a. Financial report – November 2025
- 11. Port Operator Report**
 - a. Tonnage Report – November 2025
 - b. Facilities Report/Port repair updates
 - Incident reports (Procedure)
 - c. New Business Report
- 12. Old Business** (Public comments permitted. Limit 3 minutes per speaker)
 - a. Fabric Warehouse (surveys, permits from Operator)
 - b. AOM Contract Renewal FY25-26 (Final draft, Action item)
 - c. RFP Security Services (Proposals, Action item)
 - d. RFP Website (ADA Compliance, Action item)
 - e. Compliance with Section 189.0694, Florida Statute- Special District (Update, FSTED/FDOT Annual Seaport Data Collection- New portal Kraken submission)
 - f. OHPA Property (Front Street, Nassau County Appraisal)

- g. New Public Transportation Grant Agreements (FDOT PTGA, Resolutions 2025-R11 and R12, Action item)

13. New Business (Public comments permitted. Limit 3 minutes per speaker)

- a. FY 25-26 Budget Amendment (North Florida TPO Assessment Fee)
- b. OHPA 2026 Meeting Calendar
- c. Port of Fernandina CBP Senate Form (Action item)

14. Office Manager Report

15. Port Commissioner Items (Other business to come before the Board)

16. Adjournment

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



Minutes

OCEAN HIGHWAY & PORT AUTHORITY



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

Executive (Shade) and Monthly Meeting Minutes

November 12, 2025

The Ocean Highway and Port Authority, Nassau County, held its monthly meeting on Wednesday, November 12, 2025 at the Peck Center, Willie Mae Ashley Auditorium, 516 S 10th Street, Fernandina Beach, FL 32034.

1. Executive (Shade) Meeting – Call to Order (Chair)

Chair Taylor called the Executive (Shade) meeting to order at 5:00 PM.

The Ocean Highway and Port Authority (OHPA) convened a special public meeting and immediately recessed into a closed executive session pursuant to Section 286.011(8), Florida Statutes. The session addressed pending litigation in the consolidated cases: Hickox v. Ocean Highway and Port Authority and Ocean Highway and Port Authority v. Hickox, Case No. 2022-CA-00397. Mrs. Bach read the information of the Executive session.

The executive session lasted approximately one hour. Attendees included Chairman Justin Taylor, Vice Chairman Ray Nelson, Secretary-Treasurer Mike Cole, Commissioners Scott Moore and Miriam Hill, OHPA Attorney Tammy Bach, Special Litigation Counsel Derek Bruce, Alicia Ganji, and a court reporter. This portion of the meeting was exempt from the Sunshine Law. A transcript of the executive session will be made part of the public record upon conclusion of the litigation.

The Board transitioned to a separate conference room for the closed session.

2. Public meeting (Call to Order) – Chair

The Board reconvened, and Chair Taylor called the public meeting to order at 6:19 PM.

3. Invocation

Commissioner Cole gave the invocation.

4. Pledge of Allegiance

Chair Taylor led the pledge.

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

Rossana Hebron, Administrative Office Manager, conducted the roll call. All Commissioners were present. Also in attendance were Tammi E. Bach, OHPA Attorney; and Ted McNair, Port Operator. Pierre LaPorte, OHPA Accountant, was absent.

6. Welcome Guests (Chair)

Chair Taylor acknowledged and welcomed the audience.

Vice Chair Nelson shared a heartfelt message of gratitude, recognizing the support of his family (his wife- Garvin, daughter- Megan Johnson, and grandson- Braxton Ray Johnson in attendance), staff, and Board members during a challenging period. Special thanks were extended to the Commissioners and to staff members (Mrs. Bach and Mrs. Hebron). A gesture of flowers from the group was noted as especially meaningful. He acknowledged the audience (Port team members) for their encouragement and solidarity.

7. **Public Comments** on non- agenda items (Comments submitted prior to the meeting, limit 3 minutes per speaker)

There were no speaker cards submitted for this session.

8. **Approval of Minutes**

- a. October 08, 2025
- b. October 22, 2025 (Workshop)

No amendments were proposed to either set of minutes.

Commissioner Cole motioned to approve both sets of minutes. Commissioner Hill seconded the motion.

The motion was approved unanimously by the Board.

9. **OHPA Attorney Report**

- a. Memo to the Operator and its Legal counsel

A copy of Mrs. Bach's memo was included in the meeting packet.

A post-workshop memo was circulated summarizing prior discussions. There are no major points of contention regarding the facility use fee or associated property insurance, though calculations are still pending from the Operator. It was agreed that 25% of the fee returns to OHPA, which is responsible for the insurance costs. A one-time fee owed by the predecessor remains outstanding but will be collected. The Operator continues to pay the monthly operational fee of approximately \$206,000, plus an additional \$5,000 per month. Tariff payments (\$.17 per ton) set in 2022 have not yet been received; coordination with legal counsel is ongoing to resolve this.

A conversation with Amy Polson confirmed that coordination with Mr. McNair is appropriate and can proceed without her direct involvement. No points of disagreement remain regarding the facility use fee or associated obligations; the primary issue is ensuring that payments begin flowing to OHPA as expected.

10. **OHPA Accountant Report**

- a. **Financial report** – October 2025

The Treasurer's report was excluded from the meeting packet due to receipt after the submission deadline.

A verbal report was not provided, as Mr. LaPorte was absent.

11. **Port Operator Report (Port of Fernandina)**

- a. **Tonnage Report** – October 2025

The tonnage report was excluded from the meeting packet due to receipt after the submission deadline.

Mr. McNair verbalized the tonnage report reflected a strong month, continuing an upward trend from the July–August low. Wood pulp volumes were notably high, while container activity has stabilized, consistent with seasonal patterns. Plywood and hardboard volumes remained steady. Four vessel calls were recorded, some with brief stays. Overall, volumes are returning to expected levels, aligning with historical trends.

- b. **Facilities/Port Repairs Report**

The Clyde Crane deconstruction is progressing, with the boom and counterweights removed—two of the most challenging components. Cleanup of the north end, including an old welding tent and containers, has been completed. Work pauses during high winds to ensure safety. Full removal of the crane is expected within two weeks.

- c. **New Business Report**

- Multi-year Layberthing, Tariff

At the last meeting, there was brief discussion regarding a potential multi-year layberthing opportunity currently under consideration. Efforts to pursue the bid are ongoing, with outcomes yet to be determined.

Commissioner Hill requested a copy of the non-disclosure agreement (NDA) to facilitate her review of the Operator's proposals in alignment with the Operating Agreement and the collaborative framework between OHPA and the Operator. She expressed appreciation to Mr. McNair for independently presenting the proposal to the Board. Mr. McNair confirmed the request.

Mr. McNair also reported as of last week, Ridgewood Infrastructure acquired Savage's 50% ownership share in the terminal co-venture, making Relay fully independent. This is not a new entity, and the transition is expected to be gradual, with some continued collaboration during the handoff. There is no dispute with Savage, which is shifting focus to other areas. The change is viewed positively and is expected to support terminal growth without impacting employment or OHPA's authority and operations.

While the acquiring entity is known, Commissioner Hill emphasized the importance of receiving timely and sufficient information about such transactions to ensure transparency and uphold their right to consent or object under the bond indenture. Additional details were requested to clarify ownership and operational implications.

Vice Chair Nelson expressed concern over the lack of prior notice regarding the ownership change within the terminal venture, noting that the board has now dealt with three different entities. The situation was likened to a shell game, raising questions about transparency and consistency. Emphasis was placed on the Board's responsibility to remain informed—particularly through legal counsel—about transactions that may carry legal or operational implications. He underscored the need to stay ahead of such developments and voiced discomfort with the current process.

Commissioner Moore raised concern regarding recent transactions involving Relay and the bank, specifically that a share below 50% may have triggered provisions requiring Board awareness. Mr. McNair clarified that Relay is a brand name and does not hold ownership of the LLC operating the terminal. No ownership transfer of the LLC is being executed.

Relay has always operated as a DBA—a brand name under the broader terminal venture. While rebranding efforts may occur, Commissioner Hill emphasized that the facility is officially recognized in Florida statutes as the Port of Fernandina and should continue to be identified as such. She requested clarity on beneficial ownership, assurance that service levels and contractual obligations under the Operating Agreement will remain unchanged, and ongoing updates throughout the transition. Support was expressed for operational flexibility, provided transparency and continuity are maintained.

Mr. McNair emphasized the venture as a positive development, with no reduction in headcount anticipated. The focus remains on growth and forward momentum.

12. Old Business (Public comments permitted. Limit 3 minutes per speaker)

a. Fabric Warehouse (surveys, permits from Operator)

Mr. McNair reported the City provided a list of required items, which was promptly forwarded and acted upon. A survey—critical for locating utilities and planning the fire suppression system for the warehouse shift—is underway, funded by the Operator. Preliminary results are expected Friday, which will enable accurate plotting and submission of plans. Existing utility drawings are outdated, and no formal plans can be submitted until current data is confirmed.

The initial drawing presented was rejected for being outdated and lacking a professional stamp. While efforts are being made to follow proper procedures, it was noted that City staff appeared prepared for the situation, suggesting prior awareness.

b. **AOM Contract Renewal FY25-26 (Action item)**

A copy of the latest draft AOM contract was included in the meeting packet for reference.

Public Comment:

- Bob Virtue; Fernandina Beach resident
The intent was to ensure any agreement is appropriately structured for both the Operator and OHPA, with clear provisions for specific scenarios to avoid confusion. The section addressing Termination Without Cause was noted as potentially unclear and warrants further review.

Mr. Virtue raised concerns regarding the clarity of notice periods in the AOM contract. He suggested to replace “14 days” with “two weeks” for consistency and clearer understanding. He noted that ambiguous language could lead to confusion or operational challenges, particularly around timing and retention. A two-week notice period was suggested as a more practical and transparent approach, aligning with prior discussions between Mrs. Hebron and OHPA.

Mrs. Bach suggested changing the 14 days to two weeks for better clarity. The discussion included the severance terms, where it was noted that Mrs. Hebron requested one month of severance if terminated without notice. Mr. LaPorte’s objections to severance were mentioned, reflecting past experiences with previous directors.

Mrs. Hebron’s request is as follows: If terminated without cause, the employee would receive the full 140 hours, regardless of whether notice is provided. The intent is to allow time to secure alternative employment, so the 140 hours should not be treated as “in lieu of notice,” but rather as a separate entitlement triggered by termination without cause initiated by OHPA.

The request also includes 14 calendar days’ notice. In practice, this means the termination letter would state that the final working day is two weeks from the notice date. In addition to working through that notice period, the employee would be paid for the 140 hours at the conclusion of that period.

This structure effectively results in approximately six weeks of pay. If an immediate separation were required, OHPA would still be obligated to pay both the notice period and the 140 hours, which may warrant further consideration.

These provisions were not included in the original contract. They were introduced at Mr. LaPorte’s request to implement this termination structure.

Vice Chair Nelson suggested to continue discussions and finalize the matter at the next meeting to avoid delays into 2026.

Mrs. Bach summarized the proposal includes 14 calendar days’ notice and a 140-hour payout if termination occurs without cause. This structure effectively results in six weeks of compensation, which may raise budgetary concerns. Termination for cause would remain immediate, consistent with statutory definitions of misconduct. Clarifying language may be added to the agreement to reflect these terms. If the Board agrees to proceed, the final agreement will be presented by resolution at the December meeting for approval and completion.

c. **RFP Website (ADA Compliance, Action item)**

A copy of the draft RFP was included in the meeting packet for reference.

The RFP for the new website was ready for Board approval to publish. Mrs. Hebron led the drafting, with Mrs. Bach thoroughly incorporating the technical terms. Each respondent will be asked to submit a one-page summary outlining their fee structure, an executive summary. A matrix outlining four key evaluation criteria will be provided to guide the Board’s review of proposals. The goal is to move forward promptly, with the 2027 deadline fast-approaching.

Commissioner Moore suggested to ensure consistent pricing, the RFP must clearly define expectations—especially regarding ADA compliance and statutory requirements—so respondents are not basing proposals on assumptions about the current website. A standardized scope will help avoid mismatched comparisons. The final version will return to the Board in December. Preference was expressed for a simplified, one-page format to ease future updates.

d. Compliance with Section 189.0694, Florida Statute- Special District (Update 5-year Capital Improvement Plan from Port Operator, FSTED/FDOT Annual Seaport Data Collection- New portal Kraken)

A copy of the Capital Improvement Plan was excluded from the meeting packet due to receipt after the submission deadline.

Mr. McNair explained the draft FY26–30 Capital Improvement Plan is nearly complete and reflects a more detailed, forward-looking approach than prior versions. It includes phased projections for the PIDP grant and other anticipated needs over a 3–5 year horizon. He emphasized the importance of flexibility for amendments as circumstances evolve. While the draft is not final, it aligns with FDOT and FSTED expectations for annual updates and top-line consistency. A pared-down summary may be needed for submission, and coordination is ongoing to meet the December 1 deadline.

FDOT was asked whether a third user can be added to their portal, as the current questions are highly port-specific and require input from the Operator. If Mr. McNair volunteers to register, he could enter responses directly, streamlining the process. The portal contains a detailed catalog of required information. Commissioner Moore raised his concern about allowing direct data entry into the FDOT portal without board oversight. While the Operator has the necessary information, submitting it without review could result in reporting decisions being made without final board input or approval. Commissioner Hill explained data can be entered gradually and saved automatically before submission. Once complete, a review meeting can be scheduled to ensure accuracy and confirm nothing is submitted without oversight. Mr. McNair volunteered Travis Zittrouer, Terminal Manager, to input the data into Kraken. Mrs. Hebron will coordinate with FDOT to facilitate portal access for Mr. Zittrouer, enabling him to log into Kraken.

13. New Business (Public comments permitted. Limit 3 minutes per speaker)

The Board advanced to Item 13C, RFP Security Services. It was noted that several attendees needed to depart to begin their late shift at the Port.

a. New Public Transportation Grant Agreements (FDOT PTGA, Action item)

Commissioner Hill expressed that the scope of the project (CBP facility) should be broadened to include the construction phase. Mr. McNair noted that pursuing the project in segmented phases through multiple RFPs may be inefficient. He recommended a broader scope approach, engaging a single firm to design, construct, and deliver the full project in one consolidated effort. This was presented as a way to streamline procurement, reduce duplication, and ensure more effective use of funds.

The Board reviewed a grant proposal for a crane project, emphasizing the importance of state support as outlined by Mr. McNair. A letter agreement was suggested to confirm the Board's commitment to a 50% match, aiming to streamline the approval process. The discussion also touched on the need for clarity regarding project scopes and timelines.

b. SB 184 Fire Safety on Seaports

This bill was introduced by Senator Garcia. The act requires seaports to maintain a fully staffed onsite fire station operating 24/7, equipped with a certified hazardous materials response team. It further mandates that seaports maintain a specified number of operational fireboats capable of responding to fires and hazardous materials incidents. The Division of State Fire Marshal, in consultation with the Florida Ports Council, is directed to adopt implementing rules. The legislation also establishes fines and penalties for noncompliance.

To date, the bill has no House sponsor, and the ports remain united in their opposition. Should the measure gain traction, the ports are expected to advocate for amendments to address their concerns.

From the discussion, the Board segued to the Front Street property discussion.

The Board focused on the development of waterside facilities and the establishment of a fire station to enhance maritime safety. Discussions included ongoing negotiations with county officials for a long-term lease and the potential for multi-tenant use of the property, while addressing concerns about adequate space for fire department equipment and the need to avoid encroaching on residential areas. The Board recognized the complexities of planning and the importance of considering all stakeholders' needs.

Commissioner Hill emphasized that OHPA should focus on developing waterside facilities, noting this as a strategic priority. The discussion highlighted the need to right-size the project while considering bonding options, potential for multi-tenant use, and preservation of operator staging functions. Concerns were raised about limited industrial space in the historic district and the importance of avoiding reductions.

Ad Hoc: OHPA meetings at the City Chamber

Cahir Taylor informed the Board about the scheduling of monthly OHPA meetings at City Hall Chambers, proposing first Mondays and second Thursdays at 6 PM. He noted a substantial increase in City costs for live streaming and related services, which led to the implementation of a more affordable solution for the upcoming fiscal year. Additionally, there was a discussion about using in-house audio-visual equipment to further reduce expenses. This item will be added to the December 3rd meeting agenda for further discussions.

c. RFP Security Services (Proposals, Action item)

Mrs. Bach noted that presentations were not specified in the RFP, and only one vendor was present. Concern was expressed that allowing presentations could be unfair to those not in attendance. The Board was advised to proceed with evaluations already completed, and to ensure that all notes and scoring are submitted to Mrs. Hebron for recordkeeping, with attribution to the evaluator. Three bid tabulations were received prior to the meeting.

Vice Chair Nelson requested additional time to review the RFP security proposal documents, noting he was unable to view them. The Board was asked to defer action until the December meeting to allow for proper review and scoring. It was emphasized that records must be maintained and that consideration should be given to those who worked at the Port during the pandemic, including staff currently reporting for late shifts. He expressed that all participants should have equal opportunity to present or speak, consistent with legal guidance.

Commissioner Hill observed that proposals varied in both staffing and cost detail. Some included backup staffing plans while others did not. Cost structures ranged from hourly and supervisory rates, with occasional overtime left to calculation, to weekly, monthly, or annual amounts. Holiday pay was inconsistently presented, with certain proposals listing rates but later noting holiday compensation without specifying conditions. Operational details, such as partial or full golf cart usage, were also unevenly disclosed, making direct comparison across proposals difficult.

Mrs. Bach noted that, if a motion and second are made, the decision on proposals may be postponed to December 10. She emphasized that proposals must meet all stated criteria to be considered; incomplete submissions cannot be scored. The evaluation process should begin with a broad review to identify compliant proposals, likely narrowing to three or four with sufficient detail. Proposals with inconsistent or unclear cost structures were deemed unsuitable for scoring, and not all eleven submissions warrant equal scrutiny. She advised that, if the Board was prepared to vote on postponement, a motion and second could be made, with public comments to follow thereafter.

Vice Chair Nelson motioned to defer Board decision to the December meeting to allow further consideration. Commissioner Moore seconded the motion.

The Board voted unanimously in favor of the motion.

Discussion: Mrs. Bach discussed whether certain services, including lay berthing and security, fall under the Operating agreement. It was noted that these services have historically been provided as past practice, though not explicitly covered by the agreement. She emphasized that the Ocean Highway & Port Authority is not a taxing authority and that all port expenses are paid through the operator, with revenue limited to facility use fees, tariffs, and monthly payments. Clarification will be sought from the OHPA Accountant, Mr. LaPorte, to confirm the applicability of the agreement, with further insight to be provided at the next meeting.

The Chair invited attendees to offer comments or greetings. No additional proposers were present to speak except for James Creech, District Manager, for Allied Universal.

d. Invoicing OHPA-Relay

Mrs. Bach discussed reimbursement and invoicing issues related to property appraiser litigation and administrative/bunkering expenses. It was noted that invoices submitted since July remain unpaid by the Operator, with reimbursements delayed 60–90 days rather than the expected 30. These items are not disputed, but receipts are required to complete invoicing. Mrs. Hebron has been tracking the reimbursements and explained that documentation is necessary to establish proof for reimbursement requests. Further updates are expected once receipts are provided and pending payments for July, September, and October are addressed. Mrs. Hebron will provide a summary of all the outstanding reimbursements to the Operator.

e. CBP House Appropriation Form 26 (Board review)

Davis Bean, The Fiorentino Group, reviewed CBP House Appropriation Form 26, noting it mirrors last year's request when \$300,000 was awarded. Productive conversations have begun with Senator Yarborough and Representative Black, who expressed strong support for the project. The current request totals \$1.875 million, reflecting last year's submission minus previously awarded funds and extended planning grant monies. The appropriation form is intentionally broad—covering planning, design, engineering, and construction—with FDOT agreements to later specify details. A Senate form will follow in December, but the House submission is prioritized due to its hard deadline.

14. Administrative Office Manager Report

A copy of the AOM report was included in the meeting packet for reference.

The Board confirmed that the December 3rd meeting will proceed as scheduled. Mrs. Hebron further noted that the election of OHPA officers will take place at that meeting

15. Port Commissioner Items (Other business to come before the Board)

Commissioner Hill

She discussed the importance of providing feedback on transportation studies and the potential to request funding for identified issues, emphasizing the January 23rd deadline for submissions. She also highlighted the significance of including local projects in the TPO's regional plan specifically the rail line flooding at the Port.

Commissioner Hill also reported purchasing acrylic picture frames for Senator Yarborough and Secretary Perdue, noting the personal expense and suggesting such items support lobbying efforts by keeping port imagery visible in officials' offices. The Board discussed whether a fund exists for these types of awards and affirmed that such gestures are meaningful and well-received.

The discussion also included the need to reach out to a mural artist for a new design that incorporates elements of the port, with various opinions shared on the artistic direction.

16. Adjournment

With no other items brought before the Board, Chair Taylor adjourned the meeting at approximately 8:43 PM.

Date _____



Old Business



AOM Renewal Contract (FY 2025-26)

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this 1st day of October, 2025, between **OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY**, [“Employer”, “OHPA”, or “Port Authority” or “Board”] an independent special district of the State of Florida, created and chartered under the laws of the State of Florida at Chapter 2005-293, as authorized by F.S. Ch. 189, whose address is 516 S 10th Street, Suite 103, Fernandina beach, Florida 32034, and **ROSSANA HEBRON**, an individual [hereinafter referred to as “Employee” or “Office Administrator” or “Administrative Office Manager”].

WHEREAS, Employer has been organized as an independent special district of the State of Florida for the purpose of improving the economic climate in Nassau County, Florida, by the development of infrastructure, and in connection therewith, has developed and improved the Port of Fernandina, and has developed infrastructure to move cargo quickly and efficiently, store cargo onsite, and to perform as an economic engine for Nassau County, Florida, and as a critical logistics partner for important Nassau County businesses, and all to the benefit of the citizens of Nassau County, Florida; and otherwise engaging in through its Commissioners, employees, staff, and agents, such purposes; and

WHEREAS, Employer wishes to employ Employee to assist in such endeavors and upon the terms and conditions hereinafter set forth in this Agreement; and

WHEREAS, Employee, understanding and accepting the conditions of employment set forth herein, desires to be employed by Employer.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereby agree as follows:

1. EMPLOYMENT

Employer hereby employs Employee, and the Employee hereby accepts such employment to carry out duties as described herein, or as otherwise assigned, on the understanding that Employee will devote her utmost knowledge, and best skill to perform such duties as shall be entrusted to Employee under the terms of this Agreement, as shall otherwise be assigned, and under the general rules, which from time to time, may be promulgated by Employer or as may be imposed by law.

The position shall be classified as full-time, requiring thirty-five (35) hours of work per week. Duties may be performed remotely and on a flexible schedule, provided that the total weekly hours are fulfilled. The Employee may adjust daily start and end times at her discretion, contingent upon the following conditions: (i) Employer’s main telephone line must be actively monitored and answered during standard business hours, defined as 9:00 AM to 5:00 PM Eastern Time, Monday through Friday; and (ii) Employer’s offices shall remain closed during the designated lunch period.

The Employee shall be provided with office space, which may be a shared workspace, as well as a laptop and mobile phone for use in conducting Employer-related business. Employee shall procure health insurance coverage for Employee only, with seventy-five percent (75%) of the monthly premium reimbursable by Employer, not to exceed one thousand dollars (\$1,000) per month. In the event the Employee elects a high-deductible health plan, Employer shall contribute five hundred dollars (\$500) annually to the Employee’s Health Savings Account (HSA). Employee agrees to provide evidence of coverage and payment records upon request.

As a full-time employee, Employee shall be eligible for paid holidays and paid sick leave in accordance with Employer's policy. Employer observes the following Federal holidays as paid days off:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (Third Monday in January)
- Washington's Birthday / Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Good Friday (Friday before Easter Sunday)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

In addition to the designated paid holidays, the Employee may select two (2) additional self-designated holidays per calendar year. These may include, for example, the day preceding Christmas or the day following Thanksgiving; however, the Employee may choose any dates, subject to operational needs and with prior approval.

The Employee shall receive an annual Paid Time Off (PTO) allocation of seventy (70) hours. Upon reaching the fifth (5th) anniversary of the original hire date of September 1, 2023 the Employee shall receive an additional thirty-five (35) hours of PTO annually. Up to 35 hours of unused PTO may be carried over from year to year. Unused PTO is not payable to Employee upon termination of employment for cause or without cause. If no PTO is available, Employee shall be entitled, without loss of pay-rate or position, to be absent without pay, from the performance of employment for a total of 1 week during each year for vacations, sick time, and training/education seminars ("Leave Without Pay"). The timing of vacations and attendance at training/educational seminars shall be scheduled in a reasonable manner by Employee with Employer. Employer may also approve Employee's attendance at seminars as part of her work duties, which time would not count against PTO or Leave Without Pay. For avoidance of doubt, Leave Without Pay does not carry over from year to year but Employer may, at its sole discretion, approve any additional leaves of absence.

Medical and bereavement leave shall total seventy (70) hours annually. These hours are not eligible for rollover and shall not be payable upon termination. All other terms and conditions of employment shall remain unchanged unless modified by mutual written agreement.

2. DUTIES

Employee agrees to devote to the employment such time and attention as may be required by Employer. Employee's duty schedule shall be determined by the Employer and Employee shall provide such emergency, evening, irregular, and/or weekend coverage as may reasonably be assigned by Employer, or as required by the exigencies of the circumstances. In conjunction therewith, the following duties and job description are given:

Daily

- a. Mail collection;
- b. Maintain regular office hours, to-wit: Mon-Friday – 7 hours per day;
- c. Respond to all telephone calls;
- d. Check emails and forward or respond as necessary;
- e. Compose letters, emails, and responses as necessary, including Board activated or initiated correspondence and other subjects, materials, and items as required for effective, efficient communications;
- f. Comply promptly with all public records requests, consistent with the obligations set forth below;
- g. Promptly deposit all checks, drafts, and cash received into appropriate accounts, with proper records necessary for an audit trail of each item and entering such items and financial transactions into QuickBooks;
- h. Sort and file material and maintain all operational and project files, archives and records as determined by the Florida Department of State, State Library and Archives-Record Management requirements and the office procedures of Employer;
- i. Operate and maintain all office equipment and computers;
- j. House the Seal of the Employer, maintain the Seal Usage Log, the Minutes and the Minute Book, and all papers of Employer;
- k. Work on any additional projects, items, or correspondence as determined by the Commissioners of Employer; and
- l. Meeting minutes shall be composed for each OHPA meeting conducted, ensuring accurate documentation of proceedings.

Weekly

- a. Prepare checks and enter into QuickBooks after officer's signature is received on the check; identify invoices for the Customs House, Security, and regularly generated charges;
- b. Order all necessary supplies for proper operation of office, located at 516 S 10th Street, Suite 103, Fernandina Beach, FL 32034;
- c. Maintain and update Website as needed; and
- d. Clean office as needed.

Monthly

- a. Attend all regular, special, executive, and workshop meetings as scheduled by the Board;
- b. Prepare and furnish minute of all meetings in a timely manner and maintain in a Minute Book as approved minutes; Minutes should be scanned and indexed into the data Search Program;
- c. Prepare Agenda for all meetings; regular, special, executive, or workshop. Prepare and/or distribute appropriate meeting materials and handouts as necessary to the meeting purpose and discussion by the Board. Agendas are then posted on the Employer website by Wednesday of the week prior to the meeting and updated, as necessary, until the following Wednesday/day of the meeting;

- d. If a special or workshop meeting is scheduled, post notice of time, location, and purpose on the door of Employer offices and bulletin board outside of County Commissioner board room, as well as on website. Be sure to post agenda as outlined above. Notify news media immediately upon scheduling;
- e. Set up and maintain the meeting room (usually at the Peck Center, Willie Mae Ashley Auditorium) or other location as set by the Board;
- f. Gather from the internal auditor/CPA the monthly financial statements; and gather from Board Counsel the monthly attorney report for inclusion in meeting notebooks and presentation at the monthly meeting;
- g. Prepare the Commissioners' Monthly Meeting Packet for distribution to the Port Commissioners and Employer's Counsel the Friday before the regular monthly meeting. Meeting materials are scanned and posted on the Employer website; and
- h. Inform the local press in advance of all monthly meetings, special meetings, and workshop meetings. Follow up with any requested meeting minutes.

Quarterly

Assist the Internal Auditor/CPA with the quarterly financial reports, as needed.

Annually

- a. Assist the Internal Auditor/CPA in preparing year-end tax forms;
- b. Assist in preparation of the Special District Fees, Certificates of Exemptions, Financial Disclosure Notices, notifications of all Board changes, and other annual changes;
- c. Pay all annual fees and memberships as deemed necessary;
- d. Gather, prepare, and/or deliver materials as requested for the annual audit by External Auditors; and
- e. Work with the Internal Auditor/CPA to establish budget for upcoming fiscal year.

As Time Allows or May Be Required

- a. Prepare and update the history of the Port of Fernandina and the creation/authorization of the Employer; and
- b. Work the Records Retention Program, following state guidelines for disposal of obsolete records.

3. EMPLOYMENT STANDARDS

Employee hereby promises to engage in the practices and to undertake the discharge of the responsibilities, all as outlined above, and, on Employer's behalf, and to the best of Employee's ability and in accordance with generally accepted community standards; to faithfully adhere to the basic principles of ethics, equality, fair dealing, honesty, and respect to all members of the public; and to do so without regard to age, race, religious preferences, political affiliation, sex or sexual orientation, or any handicap. Employee agrees to the careful avoidance of all personal acts, habits, and usages which might injure in any way, directly or indirectly, the professional or

personal reputation of Employer or any Commissioner of Employer, or any other staff employed by Employer.

4. TERMINATION OF EMPLOYMENT

This Agreement may be terminated under the following conditions:

- a. Termination for Cause:** Employer may immediately terminate Employee's employment for cause for "misconduct" as defined by Sec. 443.036(29), Fla. Stats. as follows:

"Misconduct," irrespective of whether the misconduct occurs at the workplace or during working hours, includes, but is not limited to, the following, which may not be construed in pari materia with each other:

1. Conduct demonstrating conscious disregard for Employer's interests and found to be a deliberate violation or disregard for the reasonable standards of behavior which the Employer expects of Employee. Such conduct may include, but is not limited to, willful damage to the Employer's property that results in damage of more than \$50, or theft of Employer property or property of a customer or invitee of the Employer.
2. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent or shows an intentional and substantial disregard of the Employer's interests or of the Employee's duties and obligations to Employer.
3. Chronic absenteeism or tardiness in deliberate violation of a known policy of the Employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.
4. (a). A violation of Employer's rule, unless the claimant can demonstrate that:
 - a. She did not know, and could not reasonably know, of the rules' requirements;
 - b. The rule is not lawful or not reasonably related to the job environment and performance; or
 - c. The rule is not fairly or consistently enforced.(b). Such conduct may include, but is not limited to, committing criminal assault or battery on another employee, agent, or on a customer or invitee of the Employer.

Termination by Either Party Without Cause: Either the Employer or the Employee may terminate this Agreement, without cause, at any time by providing fourteen (14) calendar days' (two weeks) prior written notice to the other party. If termination is by Employer and not for cause, the Employer will provide payment of 140 hours of Employee's base salary to Employee as severance pay. If Employer does not provide the 14-day (two week) prior written notice to Employee, the Employer must pay an additional 70 hours of Employee's base salary as additional severance pay in lieu of providing the 14-day notice.

b. Final Compensation: Upon termination, the Employee shall be entitled to receive:

- For termination for cause/misconduct, any unpaid salary/hours worked up to the date of

termination

- Reimbursement for Employer-approved expenses incurred prior to termination

c. Return of Property and Post-Termination Obligations: Upon termination, the Employee shall return all company property, including documents, equipment, laptop, cell phone, and access credentials.

5. AUTHORITY OF EMPLOYER

Employee agrees to observe and comply with the rules and regulations of Employer, and to carry out and perform orders, directions, and policies stated by Employer to Employee, from time to time. Employee specifically understands that Employer shall have final authority over acceptance of any undertaking, scheduling, or assignment of any duty to employee. Employer has exclusive authority to assign duties to staff, which authority Employer may exercise either by promulgation of general directions or regulations, or by direction of its Board of Commissioners, or by another employee as authorized agent, attorney, or auditor.

6. PUBLIC RECORDS

Upon completion of this agreement or contract of employment, Employee shall transfer and deliver, at no cost of Employer, as the public agency, all public records coming into possession of the Employee. During the term of employment, the Employee shall otherwise keep and maintain all public records required by Employer, as the public agency, as necessary to performance of the duties, obligations, and services of Employee. When the Employee transfers all of the public records to Employer upon completion of the contract, the Employee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Employee keeps and maintains public records upon completion of the contract, the Employee shall meet all requirements of retaining public records. Any, each, every, and all records stored electronically Employee must be provided to Employer, as a public agency, upon request from the Employer custodian of public records, in a format that is compatible with the information technology systems of Employer as the public agency.

7. EMERGENCY SITUATIONS

Employer agrees that in emergency or complex matters or situations Employee may, in her sole discretion, seek advice and assistance from colleagues not employed by Employer. Employee agrees that if he/she desires the advice or assistance of any outside colleague, counsel, entity or individual in any situation, that no financial obligation of Employer may be incurred without authorization, the confidence of the public shall, in all ways, be respected, and the nature, particulars, and scope of the matter shall be immediately reported to the Chairman of the Board of Commissioners of Employer immediately and either in written or electronic form and not orally. Further, that in any non-emergency situation, Employee will follow such

procedure as may be prescribed by Employer for obtaining the same.

8. CONTRACTS, FUNDS, AND FINANCE

Employee hereby agrees and covenants that she will not personally make, draw, accept, or endorse any promissory note, bill of exchange, lease, agreement, contract or other engagement for the payment of money or its equivalent by Employer, nor pledge the credit of Employer in any way whatsoever except as he/she is authorized by the Employer's Board of Commissioners of Employer to do so. Any breach of the Clause by him/her shall entitle Employer to recover from him/her any expense in which it may be involved as a result of such breach. Further, all funds received by Employee on behalf of Employer for any purpose, be compensation, fees in any form, grants, service charges, reimbursements, or otherwise constituting all monies of any kind delivered to or paid for or on behalf of Employer under any contracts, and all other payments to Employer shall be the sole and exclusive property of Employer as Employer. No such monies shall constitute any form of direct payment to the Employee because all payments to Employee must be specifically and previously approved by the Board of Commissioners of Employer. Employee acknowledges that her service in the employment in no way confers upon him/her any ownership interest in or personal claim upon any fees charged by, or monies received by Employee on behalf of Employer, and regardless of whether the same are collected during the employment or after the termination thereof, and he/she thereby disclaims and renounces any such interest or claim. Employee hereby expressly agrees and covenants that the compensation and benefits received by her under this Agreement shall satisfy and discharge in full all her claims upon Employer for compensation in respect of her services. Any failure to promptly deposit the funds of Employer into the appropriate accounts of Employer and to document the same shall constitute the basis for immediate cancellation of this agreement and discharge from employment.

9. COMPENSATION

The Employee's compensation shall be established by the Employer's Board of Commissioners of Employer and shall consist of a base annual salary of \$51,465.66, subject to annual adjustment for inflation. In addition, the employee shall be eligible for reimbursement of mileage expenses incurred in the performance of Employer-related duties, in accordance with Employer's travel reimbursement policy. Employer shall deduct and withhold all necessary Social Security, withholding taxes, and any other similar sums required by law. Employee hereby expressly agrees and covenants that the compensation and benefits received by her under this Agreement shall satisfy and discharge in full all her claims upon Employer for compensation in respect of her services.

a. **Military Service:** If Employee is called into military service, Employee shall be entitled to one month of compensation at her normal compensation, then to one month of compensation at three-fourths of her normal compensation, and then to one month of compensation at one-half of her normal compensation and then compensation after the third month.

b. **COBRA/Health Insurance Benefit:** There is no current Employer provided health insurance plan or benefit. If Employer shall ever establish a group medical insurance program for employees, then upon termination of employment, Employee shall have the right to remain as a participant under Employer's group medical insurance program for employees under such terms and conditions as

permitted by the insurance company carrying such group medical insurance. If Employee exercises this right, Employee shall pay all of the premiums allotted to company for insurance coverage.

c. **Future Amendments:** Employee agrees that new general rules and regulations, and all resolutions of Employer's Board of Commissioners governing employment generally, shall modify this Agreement as if they had been included in it and had been made a part of it, provided always that no new rule, regulation or resolution affecting only this Employee shall modify this Agreement unless her consent be endorsed hereon.

10. ASSIGNMENT NOT PERMITTED

This is a true employment agreement and not an independent contract for services. Employer has relied on the unique skill, knowledge, ability, and personal attributes of Employee in agreeing to the Employment hereunder, and Employee may therefore not assign, delegate, sub-contract, or transfer any of Employee's rights or obligations hereunder.

11. TERMS BINDING

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, heirs, devisees, administrators, executors, and permitted assigns.

12. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and merges with all prior agreements, communications, and understandings between the parties relating to the subject matter hereof. No amendments or additions to this Agreement shall be binding unless in writing and signed by the parties hereto, except as herein otherwise provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written.

EMPLOYER:

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

Justin Taylor, Chairman

Secretary/Treasurer

Mike Cole, Secretary/Treasurer

Approved as to form and correctness:



Tammi E. Bach, Esq., OHPA Attorney

EMPLOYEE:

Rossana Hebron

Date



RFP Security Services (Bid Tabulations)

**OCEAN HIGHWAY & PORT AUTHORITY OF NASSAU COUNTY
REQUEST FOR PROPOSAL – PORT SECURITY SERVICES**

Section I INTRODUCTION

The Ocean Highway & Port Authority of Nassau County (OHPA/The Port) is seeking proposals from qualified Contractors to provide uniformed security service for the Port of Fernandina facilities located at 143-101 Dade Street, Fernandina Beach, Florida. This document is a Request for Proposal (RFP) for the services described below and does not obligate OHPA to accept responses from eligible Contractors. The RFP establishes minimum requirements a Contractor must meet in order to be eligible for consideration as well as information to be included in the Contractor's bid response.

Carefully examine the specifications, conditions, and limitations.

The selection of the successful Contractor will be made based on OHPA's evaluation and determination of the relative ability of each Contractor to deliver quality service in a cost-effective manner.

The following specific criteria will be evaluated and must be addressed in the proposal:

- 1 Company History and Organization
- 2 Management Approach
- 3 Personnel Selection Process
- 4 Development and Retention of Personnel
- 5 Total Quality Management Program
- 6 Cost Proposal and Invoicing
- 7 Training Programs
- 8 Computer Management System
- 9 Value Added Features
- 10 Insurance
- 11 Benefits Program
- 12 Employee Recognition Programs
- 13 Transition Plan
- 14 References

In addition, OHPA's current Security Operational Procedures Manual is attached hereto as Exhibit "A" and should be used by all responsive bidders as a reference and guide to formulating a detailed submittal.

OHPA is not obligated to accept the lowest bid and reserves the right to reject any and all bids, amend the scope of the project or cancel/terminate this RFP process. All Contractors must be duly licensed or otherwise have the ability to perform work in accordance with all governing local authorities and to the satisfaction of those authorities.

Section II SUBMISSION OF PROPOSALS

Responses to this RFP are due by 3:00 PM, EST on October 24, 2025. Late submittals will not be accepted or considered by OHPA. All proposals shall be delivered to OHPA via email: admin@portoffernandina.org. All questions regarding this RFP should also be delivered in writing to the above email address.

All timely and responsive bidders and all timely and responsive bidder packages will be listed on OHPA's website. On Friday, November 12, 2025, OHPA will hold a public meeting to review and consider all timely and responsive bids. At this meeting OHPA may choose to interview responsive bidders and/or otherwise consider timely submittals to this RFP and may choose to vote to award a Contractor the right to negotiate a services contract with OHPA. Such a contract shall encompass the terms and conditions of this RFP as well as additional terms and conditions, as required. OHPA will provide adequate notice and instructions for any public meetings related to this RFP and OHPA's consideration of Contractor submittals.

Silent Period: Except as otherwise directed by this RFP, upon issuance of this RFP, Contractors may not contact individual OHPA Board members, the Port Operator, or Port staff (other than with questions as outlined above) regarding any and all aspects of this RFP until the entire submittal, evaluation and selection process are concluded.

Section III CONTRACT TERM

It is intended that the term of this contract shall be for one (1) year unless terminated by either party with thirty (30) days' written notice, with mutually agreeable one-year written extensions, subject to further contract negotiation.

Section IV SCOPE OF SERVICES

Please refer to Exhibit "A", OHPA's Security Operational Procedures Manual as a guide and reference to OHPA's needs and current security services.

This project includes approximately hours of uniformed security service per week, allocated as follows:

Description of Site & Job Classification	H	Recommended
Site & Job Classification	0	\$0.00
Site & Job Classification	0	\$0.00
Site & Job Classification	0	\$0.00
Total	0	\$0.00

Contractor shall provide unarmed uniformed security services in and around the Port properties on a 24 hour-a-day, 7 day-a-week basis, or as otherwise indicated by site specifications. Contract security personnel will provide a variety of services, implementing OHPA's security objectives according to policies and procedures which may include but are not limited to the following general tasks:

1. Entry and access control;
2. Roving patrols of interior and exterior building areas;

3. Visitor and building employee identification verification;
4. Incident and daily operating reports;
5. Monitoring and responding to base building intrusion detection systems, alarms, and fire detection equipment; and
6. Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures.

Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees, including any and all subcontractors, and shall be solely responsible for instituting and invoking disciplinary action of employees not in compliance with Contractor's rules and regulations, as well as any other policy established by the contracting parties. Contractor is at all times an independent contractor, and at no time will Contractor be considered an agent of OHPA or the Port Operator.

Contractor shall develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Post Orders shall be prepared prior to the commencement of the contract and must be reviewed and approved by OHPA within thirty (30) days from commencement of Contractor's services to OHPA. All security officers will be required to read and verify they understand the Post Orders and at minimum, shall be evaluated during the On-The-Job Training (OJT) period, annually or more frequently during site inspections.

Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and OHPA's standards.

Contractor is responsible for the daily personal appearance of security personnel.

Security officers are prohibited from carrying weapons of any kind, including but not limited to firearms, nightsticks, martial arts weapons or equipment, batons or any chemical agent spray or liquid.

Contractor shall agree to remove from the site, whenever required to do so by OHPA, any employee considered by OHPA to be unsatisfactory or undesirable to OHPA, within the limits of any applicable laws.

Contractor shall administer all cost accounting and billing relative to this contract.

Contractor shall respond as necessary to accommodate additional duty hours as may be requested by OHPA.

Section V INSTRUCTIONS TO PROPOSERS

Each Contractor is to address the following subjects in its response to this RFP. Reference any attachments made in response and include them in the complete response to this RFP:

1 Company History and Organization

Provide a brief company history, mission statement and organizational summary. Explain ownership (private or public) and include brief biographical information regarding the personnel who would be directly responsible for the management and

local supervision of this project. Please provide proof of corporate registration with the State of Florida, Department of State.

2 Management Approach

Describe detailed company organization and project management specific to this RFP and Scope of Services. Identify by position and title the person who will have the overall responsibility for OHPA account. Identify the support staff reporting to the Contractor project manager by function. Supply a complete Organization Chart depicting the structure of the local servicing office and regional support.

3 Personnel Selection Process

Describe methods of recruitment and selection of security officers. All Contractor personnel and supervision provided under this RFP must be thoroughly trained, experience and qualified to perform the work to which they are assigned. Contractor shall have a documented employment process which shall include application, interview, drug testing and background check phases. A written description of the Contractor's employment process and qualifications is to be included in the response.

4 Development and Retention of Personnel

Describe your succession planning and development of officers, supervisors, and managers. Describe methods and initiatives designed to promote employee retention.

5 Total Quality Management Program

Outline administrative controls, plans, and processes to monitor and assure contract compliance with security services. Include methods of quality control, contract administration, audits, management inspection programs, conduct and job performance standards, corrective action planning and follow-up reporting.

6 Cost Proposal and Invoicing

Provide billing rates for each of the following:

- a. Security Officer
- b. Console Operator
- c. Shift Supervisor
- d. Account Manager

Include overtime policies, holiday policies and rates.

Propose invoicing frequency and procedures and applicable discounts. All invoices will clearly identify applicable job site coding in order to associate Contractor's actual costs

with the Port's job site or job codes. Explain how discounts will be applied for different payment terms.

7 Training Programs

Describe in detail the training programs in place to support this project. Include the following:

- a. Pre-Assignment Training
- b. Job and Task Specific Training (OJT)
- c. Formal Continuous Training
- d. Annual Retraining and Recertification
- e. Supervisory Development Training (Describe the program that your company utilizes that leads to a professional credential for supervisors.)
- f. Include the name, contract information (including email address) and qualifications of the local or regional trainer(s) who will conduct training and the manner in which the Contractor documents training, paper records, online, web-accessible, etc.

8 Computer Management System

Describe productivity and technology applications utilized to enhance and improve business processes, integration of scheduling, payroll and billing systems or other benefits of computerization. Summarize how such systems will benefit OHPA.

9 Value Added Features

Indicate features or programs not covered elsewhere in the response to this RFP which are offered to enhance the Contractor's ability to effectively manage the Scope of Services.

10 Insurance

The Contractor shall carry and maintain, with respect to any work or service to be performed at the Port facilities, insurance written by a licensed and responsible insurance company, to provide for the following:

- a. Workers' Compensation as required by applicable statute and Employer's Liability Insurance;
- b. Commercial General Liability Insurance (\$2 Million single occurrence);
- c. Automobile Liability Insurance;
- d. Excess-umbrella Insurance, including terrorism coverage;
- e. Include a sample Certificate of Insurance including limits with the response. All policies and certificates shall provide for thirty (30) days notification to OHPA in the event of cancellation, reduction in limits or changes in coverage. Commercial General Liability Insurance must name OHPA and Port Operator as additionally insured by separate written endorsement.

11 Benefits Program

Describe in detail all benefits offered to employees. Include health care insurance, life insurance, holiday pay, vacations, retirement, and any other benefits offered. Cite specific plans offered and employee cost sharing arrangements (payroll deduction). Please include the following:

- a. Medical/health insurance (indicate costs for a PPO program including coverage options for employee, employee and spouse and employee and family);
- b. Dental (indicate monthly premium and annual limits);
- c. Life insurance (indicate amount provided at no cost to employee and any optional coverages available.)

12 Employee Recognition Programs

Outline any specific incentive and recognition programs made available to employees and explain how these programs are managed and if charges to OHPA will be incurred as a result of Contractor implementing these programs.

13 Transition Plan

Submit a projected Transition Plan for implementation if awarded the contract to include tasks and time frames. Include a list of all individuals assigned to your transition team with current contact information, telephone numbers and email addresses.

14 References

Provide at least three (3) client references whose facilities are comparable in size, profile, and security service hours to OHPA. Include company name, address, contact person and contact number for each reference.

Attachments

Ted McNair 11.10.2025

Comparison Table													
Firm	Rating Score	Security Office Reg/Hr	Security Office OT/Hr	Site Supervisor Reg/Hr	Site Supervisor OT/Hr	Vehicle Lease/month	Monthly cost	Scale / Staffing	Maritime Experience	Tech / GSOC	Notes	Annual	comparison to Allied
Securitas USA	85	\$24.55	\$36.83	\$28.88	\$43.32	\$540.00		Large global firm	Strong, dedicated maritime	Very good	Tech-forward alternative to Allied	\$309,810	\$21,951
		\$19,959.15	\$589.28	\$4,620.80	\$108.30		\$25,818						
Weiser Security	84	\$23.28	\$33.90	\$28.07	\$40.87	\$420.00		Mid-sized; port- focused	Very good; 40+ years of port experience	Moderate to Good	Excellent niche port/TWIC experience	\$293,789	\$37,973
		\$18,926.64	\$542.40	\$4,491.20	\$102.18		\$24,482						
Allied Universal	83	\$25.90	\$38.85	\$30.80	\$46.20	\$925.00		Very large; surge- capable	Strong, documented port work	Good to strong	Great pick if budget allows; compliance + surge focus	\$331,762	Incumbent
		\$21,056.70	\$621.60	\$4,928.00	\$115.50		\$27,647						
Centurion Security	83	\$26.64	\$38.95	\$28.27	\$40.43	\$750.01		Regional	Limited port evidence	Some tech	Lower-cost local/regional option	\$331,870	-\$108
		\$21,658.32	\$623.20	\$4,523.20	\$101.08		\$27,656						
REDCON / Sciath	83	\$27.28	\$40.70	\$31.90	\$42.00	\$589.11		Moderate; rapid- response focus	Some federal/critical infrastructure	Good	High-risk / federal-facing projects	\$343,535	-\$11,774
		\$22,178.64	\$651.20	\$5,104.00	\$105.00		\$28,628						
Prosecur Security	64	\$24.23	\$36.35	\$26.20	\$39.30	\$589.11		Large global	Good; maritime lines globally	Strong	Tech-forward international best practices	\$301,918	\$29,843
		\$19,698.99	\$581.52	\$4,192.00	\$98.25		\$25,160						
BlueShield Security	60	\$24.25	\$32.00	\$27.75	\$41.15	\$902.00		Local/regional	Limited port evidence	Basic	Light-duty terminals require vetting	\$308,066	\$23,696
		\$19,715.25	\$512.00	\$4,440.00	\$102.88		\$25,672						
Marc Security	60	\$26.80	\$40.20	\$32.00	\$48.00	\$589.11		Local/regional	Sparse port references	Basic	Price-driven selection	\$339,128	-\$7,367
		\$21,788.40	\$643.20	\$5,120.00	\$120.00		\$28,261						
Giddens Security	44	\$25.99	\$38.99	\$27.46	\$41.19	\$370.00		Local/regional	Limited port references	Minimal–m oderate	Verify maritime experience	\$319,443	\$12,318
		\$21,129.87	\$623.84	\$4,393.60	\$102.98		\$26,620						
Nation Security	44	\$23.95	\$35.93	\$27.95	\$41.93	\$368.33		Regional/local	Limited port-specific work	Varies	Simpler operations only	\$299,897	\$31,865
		\$19,471.35	\$574.88	\$4,472.00	\$104.83		\$24,991						
Sunstates Security	34	\$27.60	\$41.40	\$33.30	\$49.95	\$437.50		Regional/national	Reasonable; port security/training	Basic–mod erate	Cost-competitive for port ops	\$347,899	-\$16,137
		\$22,438.80	\$662.40	\$5,328.00	\$124.88		\$28,992						
Position	Typical Hrs/month												
Security Officer ST	813												
Security Officer OT	16												
Super ST	160												
Super OT	2.5												
highlighted cells means it's the average of those who priced a cart													
1.5x regular rates as these were not provided													

Port of Fernandina Security Service Score Sheet and Final Rankings

Commissioner **Scott Moore**

Name	Cost Proposal	Approach & Methodology	Staffing levels & Backup plans	Experience & Qualifications	TOTAL
Nation	25	10	20	16	71
Securitas	24	22	22	25	93
Sunstates	22	21	21	20	84
Allied	23	25	25	21	94
Prosecur	20	20	22	22	84
Marc	17	18	20	17	72
Centurion	20	18	20	19	77
Giddens	22	24	24	23	93
Sciath	18	18	20	18	74
Weiser	23	23	23	24	93
Blueshield	16	18	20	16	70

RANK	VENDOR NAME	TOTAL POINTS
1	Allied	94
2	Securitas	93
2	Giddens	93
2	Weiser	93
5	Prosecure	84
5	Sunstates	84
7	Centurion	77
8	Sciath	74
9	Marc	72
10	Nation	71
11	Blueshield	70

Justin Taylor					
			RANK #	VENDOR NAME	TOTAL POINTS
RFP - Security Services			1	Prosegur Security	90
Deadline: 10/24/2025			2	Securitas	85
			3	Allied Universal	80
			4	Centurion	80
CRITERIA:	DEFINITION		5	Sunstates	75
Experience & Qualifications = 25 pts max	A proven track record in the maritime industry		6	Nation Security	75
			7	Sciath Security	75
Approach & Methodology = 25 pts max	Understanding of OHPA's specific needs and vulnerabilities		8	Giddens	70
			9	Weiser	65
Cost Proposal = 25 pts max	Competitive pricing of associated fees		10	Blue Shield	60
			11	Marc Security	55
Staffing levels & Backup plans = 25 pts max	A detailed plan for handling personnel shortages				
VENDOR LIST (in order of receipt)					
Securitas					
Nation Security					
Sunstates Security					
Allied Universal					
Weiser					
Giddens					
Sciath Security					
Prosegur Security					
Blue Shield Security					
Marc Security					
Centurion Security					



AOM Ocean Highway & Port Authority <admin@portoffernandina.org>

Miriam's cost tabulation of submittals

AOM Ocean Highway & Port Authority <admin@portoffernandina.org>
To: AOM Ocean Highway & Port Authority <admin@portoffernandina.org>

Mon, Dec 1, 2025 at 4:37 PM

			RANK #	VENDOR NAME	TOTAL POINTS
RFP - Security Services					
Deadline: 10/24/2025					
CRITERIA:	DEFINITION				
Experience & Qualifications = 25 pts max	A proven track record in the maritime industry				
Approach & Methodology = 25 pts max	Understanding of OHPA's specific needs and vulnerabilities				
Cost Proposal = 25 pts max	Competitive pricing of associated fees				
Staffing levels & Backup plans = 25 pts max	A detailed plan for handling personnel shortages				
VENDOR LIST (in order of receipt)	Cost Comparison:				
Securitas	\$24.55/hr; Supervisor \$28.88 Week est: \$6,361.60 Year est: \$325,603				
Nation Security	\$23.95/hr; Supervisor \$27.95; Overtime 1.5; Golf cart \$85/wk total: \$5,336/wk				
Sunstates Security	\$27.60/hr; Supervisor \$33.30; Overtime not provided \$32,289/month Golf Cart \$597.50/month				
Allied Universal	\$25.90/hr; Site Supervisor \$30.80; Overtime 1.5; \$6,832/weekly				
Weiser	\$23.28/hr; Site Supervisor \$28.07 Overtime 1.456 Holidays and PTO not included				
Giddens	\$25.99/hr; Site Supervisor \$27.46 Overtime 1.5 Golf Cart \$370/wk				
Sciath Security	\$27.28/hr; Supervisor \$31.90 Overtime 1.5 Golf cart \$925.				
Prosegur Security	\$24.74/hr; Supervisor \$27.35 Overtime not listed Golf Cart \$437.50/month				

Blue Shield Security	\$24.25; Supervisor \$27.75 Overtime 1.32 -1.5; Golf cart \$902 (Weekly?)				
Marc Security	\$26.80/hr; Supervisor \$32.00 Overtime 1.5 \$43,712 week				
Centurion Security	\$26.64; Supervisor \$28.27 overtime 1.46 golf cart 173.08 week				

Miriam R. Hill

Port Commissioner, District 1

Ocean Highway and Port Authority of Nassau County Florida



RFP – OHPA Website (ADA Compliance)

Request for Proposal

Website Redesign and ADA Accessibility

Ocean Highway and Port Authority of Nassau County, FL

Website Redesign & ADA Accessibility Compliance Implementation

Issued by: Ocean Highway and Port Authority (OHPA) of Nassau County, Florida

Point of Contact: Rossana Hebron, Administrative Office Manager
admin@portoffernandina.org 904.468.2073

1. Introduction

The Ocean Highway and Port Authority of Nassau County (OHPA), a chartered Florida independent special district, a political subdivision of the State of Florida, is soliciting proposals from qualified web design firms to update and modernize the OHPA website. This project will:

- Enhance usability, navigation, and transparency for the public;
- Ensure accessibility compliance with the **Americans with Disabilities Act (ADA) Title II Final Rule** (28 CFR Part 35); and
- Achieve compliance with **Web Content Accessibility Guidelines (WCAG) 2.1 Level AA**, as incorporated into the Department of Justice's (hereinafter referred to as "DOJ") 2024 Final Rule.

As a **government entity**, OHPA is required to ensure equal access to digital services for all members of the public, including individuals with disabilities. Compliance must be achieved by **April 26, 2027**.

2. Project Scope

The selected vendor will be responsible for:

a. Comprehensive Website Redesign

- Redesign OHPA's website to improve usability, transparency, and responsiveness;

- Ensure intuitive navigation, clear calls to action, and consistent branding aligned with OHPA’s public mission;
- Ensure that OHPA’s website contains the required information and documents for publication as required by Florida Statutes applicable to independent special districts, including but not limited to website requirements set forth in Sec. 189.069, Florida Statutes; and
- Present information in a way that supports open government and community engagement.

b. ADA Compliance Implementation

- Conduct a full accessibility audit of OHPA’s current website;
- Redesign and remediate content to achieve **WCAG 2.1 Level AA compliance**;
- Apply Title II ADA requirements, ensuring equal access to government programs, services, and activities;
- Provide documentation of accessibility testing, including both automated tools and manual testing with assistive technologies;
- Establish a workflow for OHPA staff to maintain ongoing compliance;
- Ensure compliance with Appendix A, ADA Compliance Checklist and Appendix B, Exceptions, attached to this Request for Proposal; and
- Vendor is required to execute an ADA Compliance Certificate, in the same form as Appendix C, attached to this Request for Proposal certifying that the proposed deliverables comply fully with federal and state law requirements for public, government agency websites.

c. Records & Document Accessibility

- Ensure all **public-facing documents** (meeting agendas, minutes, reports, forms) are accessible or remediated into compliant formats; and
- Provide guidance on handling **archived and exempt documents** in line with DOJ exceptions.

d. Security & Data Protection

- Implement cybersecurity best practices to safeguard sensitive information, while maintaining public transparency requirements.

e. Mobile Responsiveness & Cross-Browser Compatibility

- Ensure accessibility across devices and platforms, including mobile and tablets.

f. Content Management System (CMS)

- Deploy a government-ready CMS that allows OHPA staff to:
 - Publish content easily;
 - Maintain ADA compliance; and
 - Support records retention and public disclosure requirements.

g. Training & Knowledge Transfer

- Train OHPA staff on CMS use and accessibility best practices; and
- Provide a plain-language **ADA digital compliance guide** for ongoing reference.

h. Compliance with Florida Law, Section 189.069, Florida Statutes

- The following information must be included on OHPA's official website and comply with all requirements of state and federal law, including but not limited to ADA compliance:
- The full legal name of OHPA;
- The public purpose of OHPA;
- The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of OHPA;
- The fiscal year of OHPA;

- The full text of OHPA’s charter, the date of establishment, the establishing entity, and the statute or statutes under which OHPA operates, if different from the statute or statutes under which the special district was established;
- The mailing address, e-mail address, telephone number, and website uniform resource locator of the OHPA;
- A description of the boundaries or service area of, and the services provided by OHPA;
- A listing of all fees or charges imposed and collected by OHPA, including the rates or amounts for the fiscal year and the statutory authority for the levy of the fee or charge;
- The primary contact information for OHPA for purposes of communication from the Florida Department of Commerce;
- The annual budget of OHPA and any amendments thereto in accordance with s. 189.016, Fla. Stats.;
- The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of OHPA. If OHPA has submitted its most recent final, complete audit report to the Auditor General, this requirement may be satisfied by providing a link to the audit report on the Auditor General’s website;
- A listing of OHPA’s regularly scheduled public meetings as required by s. 189.015(1), Fla Stats.;
- The link to the Department of Financial Services’ website as set forth in s. 218.32(1)(g), Fla. Stats.; and
- At least 7 days before each meeting or workshop, the agenda for OHPA meetings. The information must remain on the website for at least 1 year after the event.

3. Proposal Submission Requirements

Proposals must include:

- **Executive Summary** – 1-page maximum outlining vendor’s fee structure and

breakdown of services with costs;

- **Company Profile & Government Experience** – Expertise in public-sector web design and ADA/WCAG compliance;
- **Project Approach & Timeline** – Detailed methodology aligned with government compliance deadlines;
- **Portfolio & Case Studies** – Prior work for municipalities, port authorities, or other government agencies;
- **ADA Compliance Strategy** – Tools, methods, and testing protocols to ensure ongoing WCAG 2.1 Level AA compliance;
- **Cost Proposal** – Complete pricing, including design, development, document remediation, training, and support;
- **References** – At least three public-sector clients with similar scopes of services; and
- **Deliverables and Accountability Matrix** – provide deliverable and accountability matrix with deliverables and dates of delivery expected.

4. Evaluation Criteria

Proposals will be evaluated based on:

- **Accessibility & Technical Expertise (30%)** – Demonstrated ADA compliance experience;
- **Project Approach & Feasibility (25%)** – Methodology and ability to meet DOJ deadlines;
- **Cost Competitiveness & Value (20%)** – Alignment with public-sector budgets and scope;
- **Portfolio Quality & Past Performance (15%)** – Relevant successful government projects; and
- **Client References & Satisfaction (10%)** – Strong, positive references from other public entities.

5. Submission Instructions & Timeline

All proposals must be submitted electronically in Adobe PDF format by **January 9, 2026** to admin@portoffernandina.org

Projected Timeline:

- | | |
|----------------------------------|--|
| RFP Release Date: | December 5, 2025 |
| • Deadline for Questions: | January 2, 2026 |
| • Proposal Submission Deadline: | January 9, 2026 |
| • Evaluation Period: | January 10, 2026 through January 23, 2026 |
| • Vendor Selection Announcement: | January 28, 2026 |

Appendix A – ADA Compliance Checklist

(Full WCAG 2.1 AA checklist as drafted earlier — covers alt text, captions, contrast, navigation, forms, compatibility, testing, etc.)

1. Perceivable (Information and user interface components must be presentable to all users)

Text Alternatives

- Alt text provided for all non-text content (images, icons, charts).
- Decorative images properly marked to be ignored by assistive technology.

Time-Based Media

- Captions provided for all prerecorded video/audio.
- Live captions provided for streamed/live events where feasible.
- Transcripts provided for audio/video content.
- Audio descriptions provided for video content when visual context is necessary.

Adaptable Content

- Content structured with headings, lists, and landmarks.
- Information available without relying solely on visual cues.

Distinguishable

- Color contrast minimum of 4.5:1 for text and 3:1 for large text.
- Text resizable up to 200% without loss of content or function.
- No reliance on color alone to convey meaning.
- Audio control: users can pause/stop sounds that play automatically.

2. Operable (User interface components and navigation must be operable)

Keyboard Accessibility

- All functionality available by keyboard alone.
- Logical tab order maintained throughout.

Enough Time

- Adjustable time limits on forms or transactions.
- No automatic timeouts without warning and extension option.

Seizures and Physical Reactions

- No flashing content exceeding thresholds (3 flashes per second).

Navigable

- Descriptive page titles.
- Consistent navigation across the site.
- Skip-to-content and skip-to-navigation links included.
- Clear focus indicators for links/forms.
- Meaningful link text (no “click here”).
- Multiple ways to locate content (search, menus, sitemap).

3. Understandable (Information and operation of UI must be understandable)

Readable

- Language of each page identified in code.
- Plain-language summaries used for public-facing documents.
- Abbreviations and jargon expanded/defined when used.

Predictable

- Navigation and interactive elements behave consistently across pages.
- No unexpected context changes (e.g., auto-redirects or form submissions).

Input Assistance

- Error messages are clear and specific.
- Instructions provided for required fields.
- Form fields are labeled programmatically.
- Suggestions provided for correcting input errors.

4. Robust (Content must be compatible with assistive technologies)

Compatibility

- Tested with multiple screen readers (NVDA, JAWS, VoiceOver).
- Proper use of ARIA (Accessible Rich Internet Applications) attributes.
- Semantic HTML used for headings, tables, and forms.
- Responsive design maintained without breaking accessibility features.

5. DOJ ADA Final Rule Requirements

- **WCAG 2.1 Level AA Conformance** by **April 26, 2027** (OHPA is under 50,000 population).
- **Accessible Documents:** Public-facing PDFs, Word, and Excel files remediated for accessibility.

- **Exceptions:** Archived documents, third-party posts, secured records, and preexisting social media are exempt unless requested (see Appendix B).
- **Alternate Versions:** Conforming alternate versions only permitted when direct accessibility is not technically feasible.
- **Maintenance:** Accessibility must be sustained for new and updated content post-launch.

6. Testing & Validation

- Automated scanning with accessibility tools (axe, WAVE, Lighthouse).
- Manual keyboard-only navigation testing.
- Screen reader testing (NVDA, JAWS, VoiceOver).
- Mobile accessibility testing (iOS + Android).
- Accessibility compliance report delivered at project closeout.

Appendix B – Exceptions to Accessibility Requirements

Per DOJ ADA Final Rule (28 CFR Part 35, Subpart H), the following categories of content are **exempt from mandatory WCAG 2.1 Level AA compliance** for government entities, unless specifically requested by a member of the public:

1. **Archived Web Content** (e.g., old meeting minutes not actively used).
2. **Preexisting Conventional Electronic Documents** (unless required for ongoing services).
3. **Third-Party Content** not controlled by OHPA.
4. **Password-Protected or Secured Personal Documents** (e.g., account or property records).
5. **Preexisting Social Media Posts.**

Appendix C – ADA Compliance Certification Form

Ocean Highway and Port Authority (OHPA) Website Redesign & ADA Accessibility Compliance Implementation Compliance Certification

As the authorized representative of [Vendor Name], I hereby certify that the redesigned OHPA website, CMS platform, and all related deliverables provided under this contract:

1. Conformance to Standards

- Conform to the **Web Content Accessibility Guidelines (WCAG) 2.1 Level AA**, as incorporated by reference in the **DOJ ADA Title II Final Rule (28 CFR Part 35, Subpart H, effective June 24, 2024)**.
- Meet OHPA's obligations under **Title II of the Americans with Disabilities Act** to ensure equal access to government services, programs, and activities provided via the web.

2. Testing & Verification

- Have been tested using:
 - Automated accessibility tools (e.g., WAVE, axe, Lighthouse),
 - Manual keyboard-only navigation, and
 - Screen reader technologies (e.g., NVDA, JAWS, VoiceOver).
- Have passed internal quality assurance testing demonstrating accessibility for individuals with disabilities.

3. Exceptions

- Only the exceptions permitted under DOJ's Final Rule (archived content, preexisting documents not in use, third-party content, password-protected documents, and preexisting social media posts) have been excluded from WCAG 2.1 AA remediation.
- OHPA has been provided with a documented **Exception Handling Plan** for managing requests for accessible versions of exempt content.

4. Ongoing Compliance

- Training and documentation have been provided to OHPA staff for maintaining accessibility in future updates.
- The CMS delivered is configured to support ADA-compliant content publishing.

Certification

I certify, under penalty of perjury, that the above statements are true and correct to the best of my knowledge, and that the deliverables provided meet or exceed the accessibility requirements outlined in this Request for Proposals and applicable federal and state law.

VENDOR NAME:

By:_____

Print Name:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this (numeric date) day of (month), (year), by _____ (print name) as _____ (title) for _____ (business name).

(NOTARY SEAL)

Signature of Notary

Name of Notary: _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____



**OHPA Property
(Front Street)**



OHPA Parcel

West side of N Front Street
Fernandina Beach, Florida 32034

APPRAISAL REPORT

Date of Report:	September 30, 2025
Colliers File Number:	JAX250361
Client File Number:	CM3527-WA10

Prepared for

George Murray
Project Manager-Capital Projects Department
Nassau County BoCC
96161 Nassau Place
Yulee, FL 32097

Letter of Transmittal



September 30, 2025

George Murray
Project Manager-Capital Projects Department
Nassau County BoCC
96161 Nassau Place

Yulee, FL 32097

RE: OHPA Parcel

West side of N Front Street
Fernandina Beach, Florida 32034

Colliers File #: JAX250361

Client File #: CM3527-WA10

Mr. Murray:

Pursuant with our engagement, the above captioned property was appraised utilizing best practice appraisal principles for this property type. This appraisal report satisfies the scope of work and requirements agreed upon by Nassau County BoCC and Colliers Valuation & Advisory Services.

The date of this report is September 30, 2025. At the request of the client, this appraisal is presented in an Appraisal Report format as defined by *USPAP* Standards Rule 2-2(a). Our appraisal format provides a detailed description of the appraisal process, subject and market data and valuation analyses.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report which includes values under both sale and potential lease scenarios. Our primary analysis to be shown later in the report is geared towards the value under a sale scenario which is then converted into an appropriate/corresponding ground lease rate assuming a long-term lease under which the tenant would be responsible for any/all operating expenses associated with the property.

Value Type	Interest Appraised	Date of Value	Value
As-Is Market Value (Sale Scenario)	Fee Simple	September 18, 2025	\$765,000 - \$960,000
Other Conclusions		As of September 18, 2025	
Annual Ground Lease Rate Scenario			\$45,900 - \$57,600

The subject is a 0.82-gross acre site along the west side of N Front Street in Fernandina Beach, Florida. The property has a usable/upland area of 0.44 acre/19,160 square feet with the balance shown on public records as submerged land. The site is located along the Amelia River with deepwater access and currently has an industrial zoning classification. It currently has perimeter fencing, has been cleared and graded and has some rip-rap improvements along the water frontage.

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. *USPAP* defines an Extraordinary Assumption as, "an assignment specific-assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions". *USPAP* defines a Hypothetical Condition as, "that which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis".

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at our opinion of value are fully discussed below. We advise the client to consider these issues carefully given the intended use of this appraisal, as their use might have affected the assignment results.

Extraordinary Assumptions

We were not provided with any surveys and have relied upon site sizes as provided by the Nassau County Property Appraiser's Office/GIS.

Hypothetical Conditions

This Appraisal Report is not contingent on any hypothetical conditions.

Reliance Language

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. Colliers Valuation & Advisory Services is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by Colliers Valuation & Advisory Services or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that Colliers Valuation & Advisory Services will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to Colliers Valuation & Advisory Services, by a party satisfactory to Colliers Valuation & Advisory Services. Colliers Valuation & Advisory Services does consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide Colliers Valuation & Advisory Services with an Indemnification Agreement and/or Non-Reliance letter.

Colliers Valuation & Advisory Services hereby expressly grants to Client the right to copy the Appraisal and distribute it to other parties in the transaction for which the Appraisal has been prepared, including employees of Client, other lenders in the transaction, and the borrower, if any.

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

The signatures below indicate our assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If you have any specific questions or concerns regarding the attached appraisal report, or if Colliers Valuation & Advisory Services can be of additional assistance, please contact the individuals listed below.

Sincerely,

Colliers Valuation & Advisory Services

Handwritten signature of John Mullen in blue ink.

John Mullen, MAI
Valuation Services Director
State-Certified General Real Estate Appraiser
License #RZ3496
+1 904 861 1154
sean.mullen@colliers.com

Handwritten signature of Patrick Phipps in blue ink.

Patrick R. Phipps, MAI
Managing Director | Jacksonville
State-Certified General Real Estate Appraiser
License #RZ2954
+1 904 861 1114
patrick.phipps@colliers.com

Letter of Transmittal

Introduction

Executive Summary	1
Aerial Photograph	2
Subject Property Photographs	3
Identification of Appraisal Assignment	5
Scope of Work	7

Descriptions & Exhibits

Regional Map	8
Regional Analysis	9
Local Area Map	17
Local Area Analysis	18
Site Description	26
Aerial Tax Map	28
Zoning Map	29
Flood Map	30
Assessment & Taxation	31
Zoning Analysis	32
Market Analysis	33
Highest & Best Use	34

Valuation

Valuation Methods	35
Land Valuation	35
Land Sales Summation Table	36
Land Sales Location Map	37
Land Sales Data Sheets	38
Calculation of Land Value	43
Ground Lease Rate Scenario	43

Certification

Assumptions & Limiting Conditions

Addenda

Professional Service Agreement
Subject Data
Valuation Glossary
Qualifications of Appraisers
Qualifications of Colliers International Valuation & Advisory Services

Executive Summary

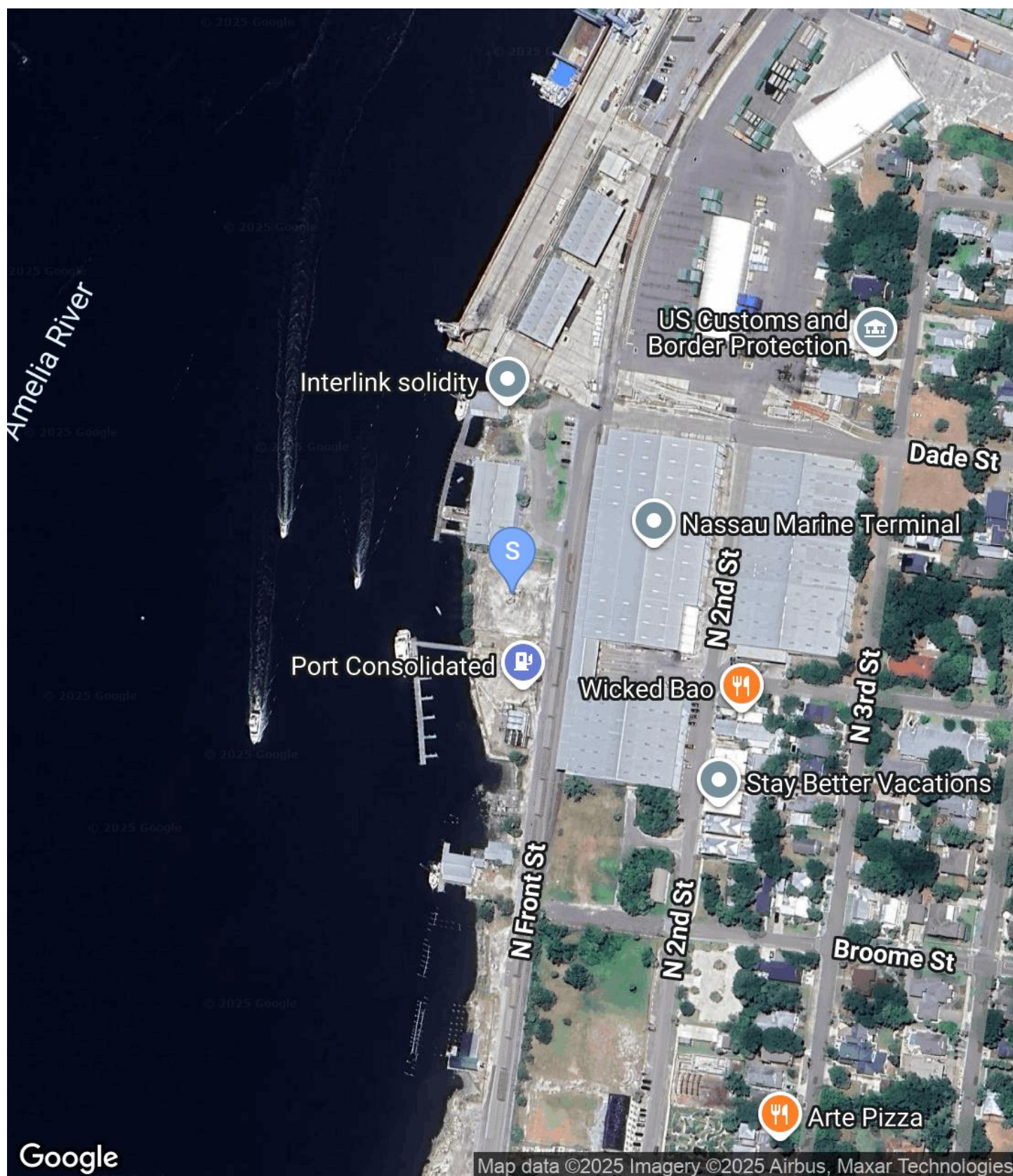
General Information

Property Name	OHPA Parcel
Property Type	Land - Industrial Land
Address	N Front Street
City	Fernandina Beach
State	Florida
Zip Code	32034
County	Nassau
Core Based Statistical Area (CBSA)	Jacksonville, FL
Market	Jacksonville
Submarket	Nassau County
Latitude	30.675530
Longitude	-81.464480
Number Of Parcels	1
Assessor Parcel	00-00-31-1760-0007-0020
Total Taxable Value	\$0

Site Information

Land Area	Acres	Square Feet
Usable/Uplands	0.44	19,160
Unusable/Submerged	<u>0.38</u>	<u>16,553</u>
Total	0.82	35,713
Topography	Level at street grade	
Shape	Rectangular	
Access	Average	
Exposure	Average	
Current Zoning	Waterfront Industrial (IW)	
Flood Zone	Zone VE	
Seismic Zone	Low Risk	

Value Type	Interest Appraised	Date of Value	Value
As-Is Market Value (Sale Scenario)	Fee Simple	September 18, 2025	\$765,000 - \$960,000
Other Conclusions		As of September 18, 2025	
Annual Ground Lease Rate Scenario			\$45,900 - \$57,600



Subject Property Photographs



View north on N Front Street at subject



View south on N Front Street at subject



View from N Front Street



View from N Front Street



Interior view of site



Interior view of site

Subject Property Photographs



Interior view of site



Interior view of site



Water view/access



Water view/access

Property Identification

The subject is a 0.82-gross acre site along the west side of N Front Street in Fernandina Beach, Florida. The property has a usable/upland area of 0.44 acre/19,160 square feet with the balance shown on public records as submerged land. The site is located along the Amelia River with deepwater access and currently has an industrial zoning classification. It currently has perimeter fencing, has been cleared and graded and has some rip-rap improvements along the water frontage.

The assessor's parcel number is: 00-00-31-1760-0007-0020. The legal description of the subject property is presented in the Addenda.

Client Identification

The client of this specific assignment is Nassau County BoCC.

Purpose

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest.

Intended Use

The intended use of this appraisal is to assist the client in making internal business decisions related to a potential acquisition of the property.

Intended Users

Nassau County BoCC is the only intended user of this report. Use of this report by third parties and other unintended users is not permitted. This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.

Assignment Dates

Date of Report	September 30, 2025
Date of Inspection	September 18, 2025
Valuation Date - As-Is	September 18, 2025

Personal Intangible Property

No personal property or intangible items are included in this valuation.

Property and Sales History

Current Owner and Three-Year Sales History

According to the public records of Nassau County, the subject property is currently owned by the Ocean Highway and Port Authority of Nassau County, Florida. The current owner acquired the property in 1989 and has held title since that time. We are unaware of any sales/transfers in the past three years.

Subject Sale Status

Research of the applicable public records, private data services and an interview ownership indicated that the subject property is not under a current agreement of sale or option and is not currently offered for sale on the open market. Our understanding is that the client has potential interest in either purchasing and/or ground leasing the site for public use, but we were not provided with any details on whether or not there had been discussions related to proposed pricing and/or lease terms.

Definitions

This section summarizes the definitions of value, property rights appraised, and value scenarios that are applicable for this appraisal assignment. All other applicable definitions for this assignment are located in the Valuation Glossary section of the Addenda.

Definitions of Value

Given the scope and intended use of this assignment, the following definition of value is applicable:

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Property Rights Appraised

The property rights appraised constitute the fee simple interest.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.²

Value Scenarios

As-Is Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.³

¹ Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472

² The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

³ The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

Introduction

The appraisal development and reporting processes requires gathering and analyzing information about those assignment elements necessary to properly identify the appraisal problem to be solved. The scope of work decision must include the research and analyses that are necessary to develop credible assignment results given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed. The scope of work for this appraisal assignment is outlined below:

- The appraisers analyzed the regional and local area economic profiles including employment, population, household income, and real estate trends. The local area was further studied to assess the general quality and condition, and emerging development trends for the real estate market. The immediate market area was inspected and examined to consider external influences on the subject.
- The appraisers confirmed and analyzed legal and physical features of the subject property including sizes of the site, flood plain data, seismic zone, zoning, easements and encumbrances, access and exposure of the site.
- The appraisers conducted Highest and Best Use analysis and conclusions were drawn for the highest and best use of the subject property As-Vacant. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject site.
- The appraisers confirmed and analyzed financial features of the subject property including potential entitlement issues, and tax and assessment records. This information as well as trends established by confirmed market indicators was used to forecast performance of the subject property.
- Selection of the valuation methods was based on the identifications required in USPAP relating to the intended use, intended users, definition and date of value, relevant property characteristics and assignment conditions. This appraisal developed the Sales Comparison Approach to value, which was adjusted and reconciled as appropriate. The appraisal develops an opinion of the As-Is Market Value of the subject property's fee simple interest.
- Reporting of this appraisal is in an Appraisal Report format as required in USPAP Standard 2. The appraiser's analysis and conclusions are fully described within this document.
- We understand the Competency Rule of USPAP and the authors of this report meet the standards.
- No one provided significant real property appraisal assistance to appraisers signing this certification.

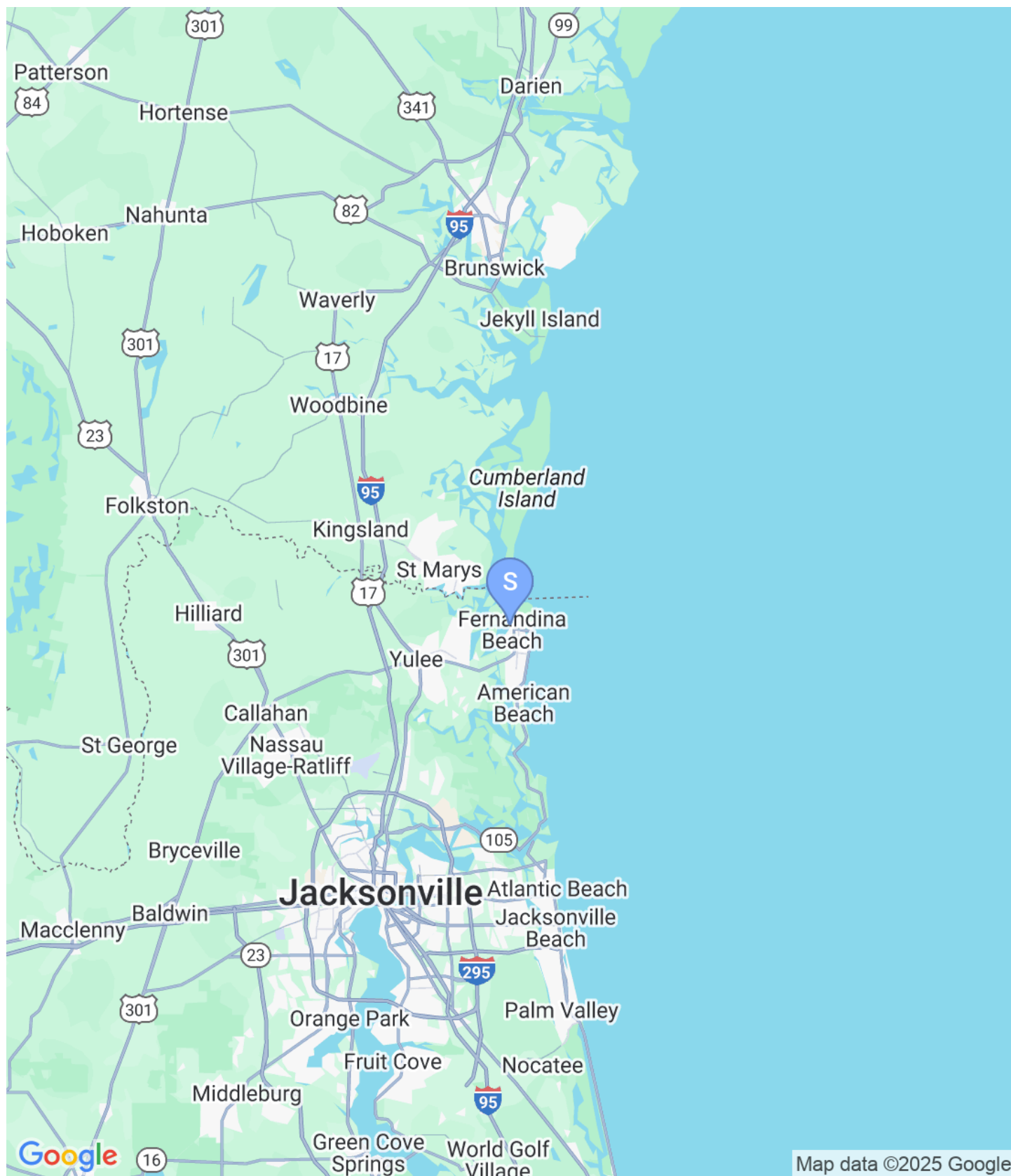
Sources of Information

The following sources were contacted to obtain relevant information:

Sources of Information	
Item	Source
Tax Information	Nassau County Tax Collector
Zoning Information	City of Fernandina Beach Zoning Code
Site Size Information	Nassau County Property Appraiser
Flood Map	FEMA
Demographics	Esri ArcGIS®
Comparable Information	See Comparable Datasheets for details
Legal Description	Most recent deed

Subject Property Inspection

Subject Property Inspection			
Appraiser	Inspected	Extent	Date of Inspection
John Mullen, MAI	Yes	Site Only	September 18, 2025
Patrick R. Phipps, MAI	No	-	-



Introduction

The Jacksonville MSA consists of Duval, Clay, St. Johns, Baker and Nassau Counties. The Greater Jacksonville Metropolitan Area, also called Greater Jacksonville and known for census purposes as the Jacksonville-Orange Park-St. John's, Florida Metropolitan Statistical Area, is a metropolitan area in the northeastern part of the U.S. state of Florida. It is the fourth largest metropolitan area in the state of Florida, behind the South Florida, Tampa Bay Area, and Greater Orlando metropolitan areas, and the 40th largest in the country.

According to the United States Census Bureau, the city has a total area of 874.3 square miles, making Jacksonville the largest city in land area in the contiguous United States; of this, 757.7 square miles (86.66%) is land and 116.7 square miles (13.34%) is water. The Atlantic Ocean lies to the east, along with the Jacksonville Beaches. According to the 2020 census, the city had an estimated population of 1,605,848. Centered on the banks of St. Johns River



in northeast Florida, Jacksonville is approximately 25 miles south of the Georgia state line and 340 miles north of Miami. Its riverine location enabled the construction of two United States Navy bases and the Port of Jacksonville, Florida's third largest seaport. The Port of Jacksonville is a significant economic engine for the region. The port has three marine terminals that handle 8 million tons of cargo each year, including approximately 600,000 vehicles. It also supports approximately 132,000 jobs in the region, generating \$27 billion in annual economic impact.

The City of Jacksonville represents one of 27 consolidated city-county governments in the United States. In 1968, voters approved the consolidation of these two governments and the area has been operating as such since. The only exceptions are Atlantic Beach, Neptune Beach, Jacksonville Beach, and Baldwin which remain quasi-independent.

Demographic Analysis

The following is a demographic study of the region sourced by *Esri ArcGIS®*, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of geographical areas. Demographic changes are often highly correlated to changes in the underlying economic climate. Periods of economic uncertainty necessarily make demographic projections somewhat less reliable than projections in more stable periods. These projections are used as a starting point, but we also consider current and localized market knowledge in interpreting them within this analysis. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.

Population

According to Esri ArcGIS®, a Geographic Information System (GIS) Company, the Jacksonville metropolitan area had a 2024 population of 1,737,832 and experienced an annual growth rate of 1.9%, which was higher than the Florida annual growth rate of 1.3%. The metropolitan area accounted for 7.6% of the total Florida population (22,779,514). Within the metropolitan area the population density was 542.8 people per square mile compared to the lower Florida population density of 424.6 people per square mile and the lower United States population density of 95.8 people per square mile.

Population			
Year	US	FL	Cbsa
2020 Population	331,839,624	21,595,172	1,611,993
2024 Population	338,440,954	22,779,514	1,737,832
2029 Population	344,873,411	23,862,875	1,855,859
2020-2024 CAGR	0.5%	1.3%	1.9%
2024-2029 CAGR	0.4%	0.9%	1.3%

Source: Esri ArcGIS®

Population Density			
Year	US	FL	Cbsa
2024 Per Square Mile	95.8	424.6	542.8
2029 Per Square Mile	97.6	444.8	579.6

Source: Esri ArcGIS®

Household Trends

The 2024 Households number of households in the metropolitan area was 685,635. The number of households in the metropolitan area is projected to grow by 1.6% annually, increasing the number of households to 740,874 by 2029 Households. The 2024 average household size for the metropolitan area was 2.49, which was -1.58% smaller than the United States average household size of 2.53 for 2024. The average household size in the metropolitan area is anticipated to retract by 0.24% annually, reducing the average household size to 2.46 by 2029.

Number of Households			
Year	US	FL	Cbsa
2024 Households	130,716,571	9,084,882	685,635
2029 Households	134,930,577	9,618,827	740,874
2024-2029 CAGR	0.6%	1.1%	1.6%

Source: Esri ArcGIS®

Average Household Size			
Year	US	FL	Cbsa
2024	2.53	2.45	2.49
2029	2.50	2.43	2.46
2024-2029 CAGR	(0.24%)	(0.16%)	(0.24%)

Source: Esri ArcGIS®

The Jacksonville metropolitan area had 33.99% renter occupied units, compared to the lower 33.63% in Florida and the higher 35.64% in the United States.

Housing Units			
	US	FL	Cbsa
Owner Occupied	64.36%	66.37%	66.01%
Renter Occupied	35.64%	33.63%	33.99%

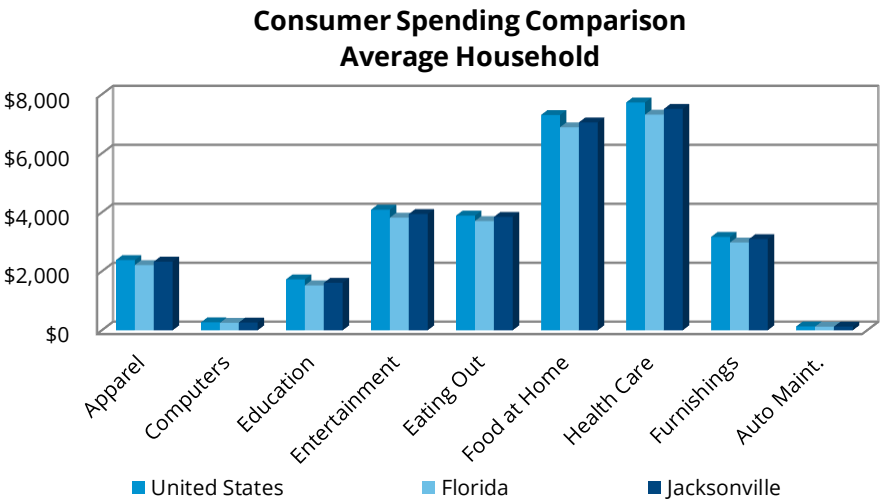
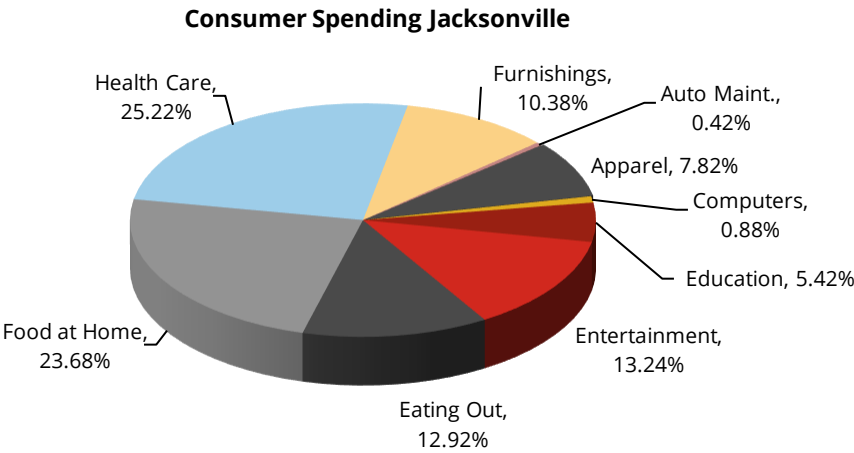
Source: Esri ArcGIS®

The 2024 median household income for the metropolitan area was \$82,603, which was 4.47% higher than the United States median household income of \$79,068. The median household income for the metropolitan area is projected to grow by 3.47% annually, increasing the median household income to \$97,954 by 2029.

According to the American Chamber of Commerce Researchers Association (ACCRA) Cost of Living Index, the Jacksonville, FL MSA's cost of living is 92.4 compared to the national average score of 100. The ACCRA Cost of Living Index compares groceries, housing, utilities, transportation, health care and miscellaneous goods and services for over 300 urban areas.

Median Household Income			
Year	US	FL	Cbsa
2024	\$79,068	\$74,715	\$82,603
2029	\$91,442	\$87,659	\$97,954
2024-2029 CAGR	2.95%	3.25%	3.47%

Source: Esri ArcGIS®

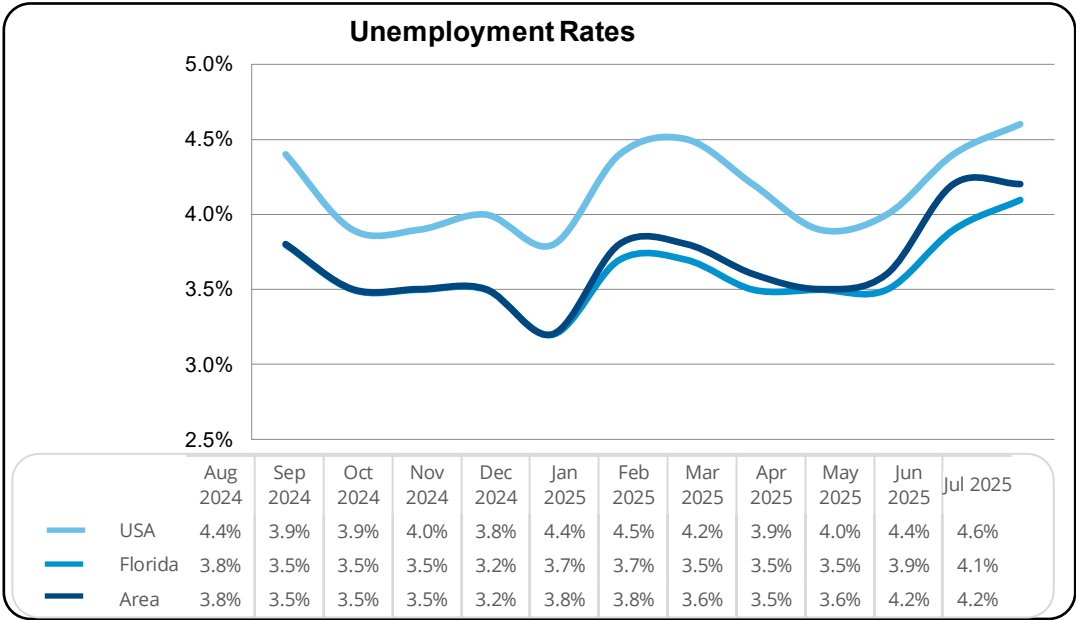


Employment

Total employment has increased annually over the past decade in the state of Florida by 1.9% and increased annually by 2.2% in the area. From 2023 to 2024 unemployment increased in Florida by 0.4% and increased by 0.4% in the area. In the state of Florida unemployment has increased over the previous month by 0.2% and decreased by 0.0% in the area.

Employment & Unemployment Statistics 2015 - 2024							
Total Employment					Unemployment Rate		
Florida		Jacksonville, FL Metropolitan Statistical Area			United States*	Florida	Jacksonville, FL Metropolitan Statistical Area
Year	Total	% Δ Yr Ago	Total	% Δ Yr Ago			
2015	9,067,636	2.0%	680,375	2.2%	5.3%	5.5%	5.4%
2016	9,313,287	2.7%	702,080	3.2%	4.9%	4.9%	4.7%
2017	9,545,001	2.5%	722,996	3.0%	4.4%	4.3%	4.1%
2018	9,731,497	2.0%	741,048	2.5%	3.9%	3.6%	3.5%
2019	9,923,974	2.0%	755,510	2.0%	3.7%	3.2%	3.2%
2020	9,249,303	(6.8%)	725,064	(4.0%)	8.1%	8.0%	6.5%
2021	9,813,713	6.1%	764,821	5.5%	5.3%	4.7%	4.2%
2022	10,378,726	5.8%	803,019	5.0%	3.6%	3.0%	3.0%
2023	10,704,831	3.1%	822,139	2.4%	3.6%	3.0%	3.1%
2024	10,781,312	0.7%	826,415	0.5%	4.0%	3.4%	3.5%
CAGR	1.9%	-	2.2%	-	-	-	-

Source: U.S. Bureau of Labor Statistics *Unadjusted Non-Seasonal Rate



Top Employers		
Employer Name	Employees	Industry
Naval Air Station Jacksonville	20,000	Military
Amazon	16,000	Advanced Transportation & Logistics
Duval County Public Schools	13,110	Education
Baptist Health	13,100	Healthcare
Naval Station Mayport	9,000	Military
Bank of America	7,700	Financial Services
Shands/UF Health Jacksonville	7,300	Healthcare
Mayo Clinic	7,280	Healthcare
City of Jacksonville	7,260	Government
Florida Blue	5,385	Insurance
UPS	4,500	Advanced Transportation & Logistics
Fleet Readiness Center Southeast	4,200	Advanced Manufacturing, Aviation & Aerospace
CitiBank	4,000	Financial Services
JPMorgan Chase	3,900	Financial Services
Gate Petroleum	3,000	Advanced Transportation & Logistics
Miller Electric Company	2,800	Advanced Transportation & Logistics
HCA Florida Memorial Hospital	2,610	Healthcare
University of North Florida	2,575	Education
CSX Corporation	2,525	Transportation
Brooks Rehabilitation	2,475	Healthcare

Source: jaxUSA.org/tools-resources/top-employers/

The military has a significant presence in Jacksonville and one of the largest economic impacts on the area. Healthcare and Financial Services are among the top private employment categories in the MSA. Industrial employers in industries such as transportation, distribution, and logistics are increasing their presence in the area with the growth of the Port and the re-purposing of the former Naval Air Station Cecil field into an industrial commerce center.

Military

Jacksonville is a major base of operation for the U.S. Navy, providing an estimated \$3 billion annual impact on the local economy. Nearly 34,000 active-duty military personnel and civilians are employed. With its annual payroll of an estimated \$200 million, the military has come to be an important source of business for local retailers. The housing market and the school system have also felt the influence of the military.

There are two naval installations in Jacksonville. Naval Station, Mayport, is located in the northeast corner of Duval County at the mouth of the St. Johns River. It is the Navy's fourth largest homeport with more than thirty ships. Naval Air Station, Jacksonville, is located about 7 miles south of the downtown area. It houses a majority of the Atlantic Fleet's airborne antisubmarine warfare forces.

The construction of the Kings Bay Submarine Base in Kingsland, Georgia has impacted the Jacksonville area in terms of new residents, jobs and housing. The mission of the base is to support Trident Submarine East Coast Operations. The base was largely completed in 1993. This \$1.3 billion project included construction of facilities to support one squadron of Trident submarines, including facilities for crew training, weapons handling and storage, submarine maintenance and repair, and personnel support. The first Trident Submarine USS Tennessee arrived Jan. 15, 1989. Tennessee was followed by several other Trident submarines. The base encompasses approximately 16,000 acres. Military and civilian personnel, including contract personnel, number more than 9,000.

Jacksonville Area Transportation

Roadway Transportation

Interstate Highways 10 and 95 intersect in Jacksonville, creating the busiest intersection in the region with 200,000 vehicles each day. Interstate 10 ends at this intersection (the other end of Interstate 10 being in Santa Monica, California). The eastern terminus of US-90 is in nearby Jacksonville Beach near the Atlantic Ocean. Additionally, several other roads as well a major local expressway, J. Turner Butler Boulevard (SR 202) also connect Jacksonville to the

beaches. Interstate 95 has a bypass route, with I-295, which bypasses the city. The eastern leg of this roadway was completed in 2010, so that the roadway completely encircles the city. The eastern leg of this roadway was formerly known as State Road 9A and has been changed to Interstate 295 for conformity.

Air Transportation

Airports in Jacksonville are managed by the Jacksonville Aviation Authority (JAA). The commercial passenger facility is Jacksonville International Airport on the Northside. Smaller planes can fly to Craig Municipal Airport in Arlington and Herlong Airport on the Westside. The JAA also operates Cecil Field, the former NAS airfield at Cecil Commerce Center that is intended for the aerospace and manufacturing companies located there.

The following chart summarizes the local airport statistics.

Jacksonville International Airport (JAX)		
Year	Enplaned Passengers	% Chg
2013	2,549,070	-
2014	2,589,198	1.6%
2015	2,716,465	4.9%
2016	2,729,129	0.5%
2017	2,701,861	(1.0%)
2018	3,135,508	16.0%
2019	3,479,923	11.0%
2020	1,367,501	(60.7%)
2021	2,425,685	77.4%
2022	3,177,393	31.0%
2023	3,619,739	13.9%

Source: U.S. Department of Transportation

Rail Transportation

Jacksonville is the headquarters of two significant freight railroads. CSX Transportation owns a large building on the downtown riverbank that is a significant part of the skyline. Florida East Coast Railway also calls Jacksonville home. Norfolk Southern Railway is another freight railroad serving Jacksonville. Mainly transporting intermodal containers for points south into Florida. Amtrak serves Jacksonville by the daily *Silver Meteor* and *Silver Star* long distance trains.

Jacksonville Port Authority

The Jacksonville Port Authority (JAXPORT) was created in 1963 by the State Legislature to operate as a local, public and independent authority of the City of Jacksonville. While the Port Authority was originally created to manage Jacksonville's public ship terminals, the city's aviation assets were transferred to JAXPORT in 1968.

JAXPORT now owns and operates Jacksonville's four airports and three public marine terminals. These six facilities include Jacksonville International Airport, Craig Airport, Herlong Airport, Cecil Field, the Blount Island Marine Terminal, the Talleyrand Marine Terminal, and the Ed Austin Terminal on Dames Point. JAXPORT develops, manages and markets these publicly-owned facilities to promote the growth of maritime, aviation and related industries in Jacksonville and Northeast Florida.

Jacksonville Port - Jacksonville has developed into a thriving port for the distribution of manufactured goods and raw materials. Its harbor handles more waterborne commerce than any other Atlantic port in the southeast United States. Approximately 5,000,000 tons of marine cargo is annually moved through Jacksonville. Major exports include paper products, clay, scrap metals, phosphate, peanuts, wood pulp, citrus and general consumer goods. Major imports include automobiles, lumber, steel, coffee and bulk commodities.

Jacksonville is one of the three largest ports in the United States for automobile imports. Recently, American-built vehicles have been exported from Jacksonville. The terminals are covered under JAXPORT's Foreign Trade Zone No. 64 license and can be activated for qualified users.

Blount Island Marine Terminal

Located just nine miles from the Atlantic Ocean, the Blount Island Marine Terminal is the largest of JAXPORT's three maritime terminals. This 754-acre facility is JAXPORT's largest container facility, handling 80% of all container cargo at the port, but also processes Ro/Ro, heavy lift, breakbulk and liquid bulk cargoes. Blount Island has more than 6,630 linear feet of berthing space with 38 feet of deep water in the main channel.

After a decade of study, independent review, public input and full regulatory approval, contractors for the U.S. Army Corps of Engineers today began the Jacksonville Harbor Deepening project to take the federal shipping channel to a depth of 47 feet. The Dutra Group was recently awarded the contract to construct the project's first three mile segment. Once completed, the additional 7 feet of water depth will allow the largest container cargo ships to call on JAXPORT more fully loaded. The terminal dedicates more than 150 acres to container storage, and 240,000-square feet of dockside transit shed to house commodities such as liner board, wood pulp and other cargoes in need of warehousing. In addition to containerized cargo and automobiles, shippers import and export recreational boats, paper, tractors and general cargo through Blount Island. To help speed both ships and cargo on their way, JAXPORT deploys nine cranes on the island, including eight container cranes. The efficient movement of cargo is facilitated by the terminal's on-dock rail served directly by CSX Corporation.

Ed Austin Marine Terminal

Businesses take advantage of JAXPORT's Ed Austin Marine Terminal on Dames Point, the Port Authority's third and newest marine facility. This 91-acre terminal is located on more than 530 acres of land owned by the Port Authority on Dames Point, located about one mile west of JAXPORT's Blount Island Marine terminal and only 10 miles from the open sea. The entire terminal fronts on the harbor's 38-foot deep channel and offers 1,200 feet of fendered berth. The Dames Point Terminal has excellent interstate access via I-295 and Interstate 95 leading to Heckscher Drive (State Road 105).

Talleyrand Marine Terminal

Located just 21 nautical miles from the Atlantic Ocean on the St. Johns River, Talleyrand Marine Terminal majors in South American and Caribbean containerized cargo. Breakbulk commodities such as steel and paper are also handled at the terminal, as are imported automobiles, frozen and chilled goods and liquid bulk commodities. Dockside at JAX Cold Storage Facilities, there is 80,000-square-feet of freezer/cooler space, 40,000-square feet of refrigerated (cooler) warehouse and 40,000 square feet of dry cargo space.

Currently, Talleyrand occupies 173 acres with 4,780 linear feet of 36-foot-deep berthing space. The terminal has a full complement of cargo handling equipment, including four, 40-ton Panamax container cranes; one 28-ton whirly crane; and one 100-ton multi-purpose, level luffing gantry whirly crane.

Talleyrand's on-dock rail facilities are run by Talleyrand Terminal Railroad, Inc., which provides direct switching services 24 hours a day, seven days a week from Norfolk Southern and CSX. The terminal also is within easy reach of Florida East Coast Railway's intermodal ramp. As part of JAXPORT's five-year marine terminal expansion effort, the Port Authority is working to expand and modernize Talleyrand's facilities.

Area Healthcare Facilities in Expansion

Healthcare continues to be a driving force in Northeast Florida's economy, building new facilities, expanding existing ones and adding jobs in the past year. Mayo Clinic is the anchor of Jacksonville's healthcare industry but growth is widespread. Related medical research and development has flourished recently too with researchers at the Mayo Clinic having identified the DNA sequences associated with Lou Gehrig's disease, laying the groundwork for more research, treatment options and clinical trials.

Baptist MD Anderson Cancer Center opened in 2015 in Jacksonville with its new facility being opened at the end of 2018. Baptist MD Anderson Cancer Center combines the clinical breakthroughs of the number one cancer center in America and the full resources of North Florida's largest health system. The doctors and team in Jacksonville provide access to the latest clinical trials, innovative technologies, and new targeted therapies, combined with holistic support for every aspect of care including nutritional guidance, genetic counseling, art therapy, physical therapy and yoga.

The new center features award-winning design, views of the St. Johns River, and patient-centered services in a single location.

Recreation

The Atlantic Ocean is about 18 miles east of downtown Jacksonville, with miles of beautiful beaches. This amenity offers plenty of opportunity for area residents to enjoy sunning, surfing, swimming and fishing. Miles of protected waters permit boaters to utilize the Intracoastal Waterway and the St. Johns River.

The Association of Tennis Professionals (ATP) Tour and the Professional Golf Association (PGA) Tour world headquarters are both located in Ponte Vedra Beach in northeast St. Johns County, about 35 miles south of downtown Jacksonville. Each March, the world's best professional golfers compete in the PGA's Players Championship. The tournament is ranked among the top three professional competitions in golf.

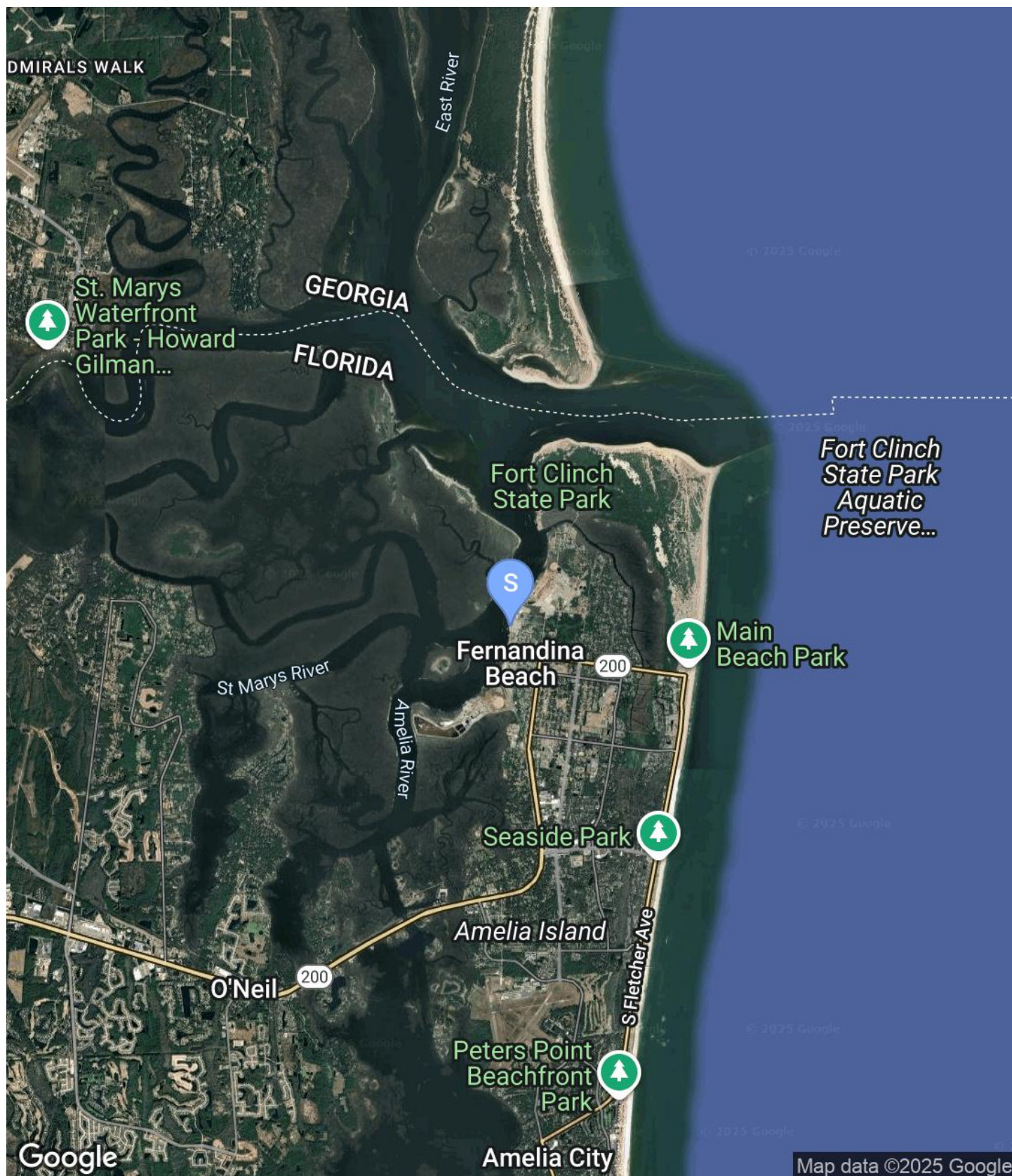
The National Football League awarded Jacksonville with a professional team and it began play in 1995 at the Gator Bowl. The team is known as the Jacksonville Jaguars. The TIAA stadium was built in the CBD for the Jaguars and other entertainment uses. Jacksonville sports also include the Baseball Grounds of Jacksonville, home of the professional Jacksonville Jumbo Shrimp (AA baseball team for the Miami Marlins) and Veterans Memorial Coliseum, which hosts a variety of sports and entertainment events.

Culture

The Jacksonville Symphony Orchestra conducts more than 130 performances each year. Several ballet companies offer regular performances. The nation's oldest continually active theatre group, Theatre Jacksonville, is one of several drama companies active in the community. The free Jacksonville Jazz Festival, staged each autumn at downtown Metropolitan Park, attracts thousands of fans each year. Three Jacksonville museums offer widely varying exhibits and programs. The Jacksonville Zoo is home to more than 200 species of animal life and one of the South's best collections of rare waterfowl.

Summary

Post pandemic, Jacksonville is back on track for sustained growth. Near-term expansion has been fueled by the rebound in finance, insurance and real estate, and the metro area should continue to grow in step with the state over the next five years. Increased foreign trade will be an intermediate source of job growth. Jacksonville's low cost of living and a very highly educated population will continue to position the region in a stable economic climate. The climate and general affordable cost of living make the area a desirable place to live. Many corporate headquarters call Jacksonville home and new companies are expanding in the area. The area's above-average population gains and a skilled workforce relative to the region will enable the area to outperform the U.S. in the longer term.



Introduction

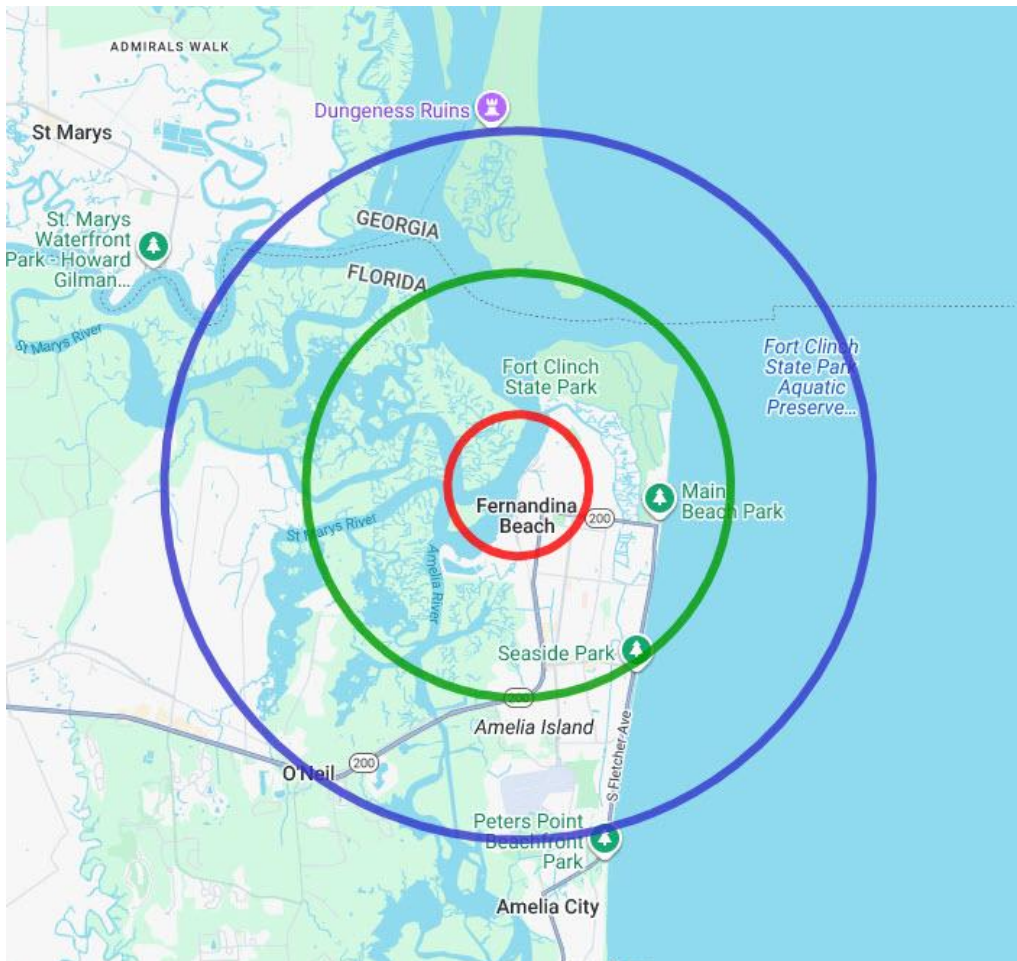
In this section of the report, we provide details about the local area and describe the influences that bear on the real estate market as well as the subject property. A map of the local area is presented on the prior page. Below are insights into the local area based on fieldwork, interviews, demographic data and experience working in this market.

Local Area Profile

The subject property is located within the city limits of Fernandina Beach, Florida, within Nassau County. The subject is located in a relatively built-out coastal area on Amelia Island, and properties with a Fernandina Beach address are typically seen as more desirable when compared to those in Yulee/on the mainland to the west. The immediate area is approximately 25 miles northeast of downtown Jacksonville.

Demographic Profile

Below is a demographic study of the area, sourced by *Esri ArcGIS®*, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of properties and geographical areas. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.



Local Area Demographics							
Description	1 mile	3 miles	5 miles	Description	1 mile	3 miles	5 miles
Population				Average Household Income			
2010 Population	1,817	11,056	20,512	2024	\$99,362	\$119,590	\$131,419
2020 Population	2,024	11,864	24,080	2029	\$110,306	\$128,756	\$141,321
2024 Population	2,134	12,246	25,107	Change 2024-2029	11.01%	7.66%	7.53%
2029 Population	2,315	12,964	26,997	Median Household Income			
Change 2010-2020	11.39%	7.31%	17.39%	2024	\$76,314	\$87,476	\$98,650
Change 2020-2024	5.43%	3.22%	4.26%	2029	\$82,298	\$95,258	\$108,021
Change 2024-2029	8.48%	5.86%	7.53%	Change 2024-2029	7.84%	8.90%	9.50%
Number of Households				Per Capita Income			
2010 Households	781	4,865	8,833	2024	\$44,361	\$56,441	\$59,924
2020 Households	897	5,402	10,515	2029	\$50,356	\$62,243	\$65,869
2024 Households	973	5,783	11,412	Change 2024-2029	13.51%	10.28%	9.92%
2029 Households	1,076	6,271	12,543	Households by Income (2022)			
Change 2010-2020	14.85%	11.04%	19.04%	Less than \$15,000	9.16%	8.33%	7.59%
Change 2020-2024	8.47%	7.05%	8.53%	\$15,000 - \$24,999	2.73%	3.99%	2.69%
Change 2024-2029	10.59%	8.44%	9.91%	\$25,000 - \$34,999	2.62%	6.70%	5.52%
Housing Units				\$35,000 - \$49,999	19.50%	8.56%	8.54%
Owner Occupied	710	4,216	8,911	\$50,000 - \$74,999	16.29%	16.73%	15.13%
Renter Occupied	263	1,567	2,501	\$75,000 - \$99,999	15.70%	13.84%	15.44%
Housing Units by Year Built				\$100,000 - \$149,999	19.02%	19.16%	19.68%
Built 2020 or Later	36	264	606	\$150,000 - \$199,999	6.90%	10.74%	11.00%
Built 2010 to 2019	115	732	2,107	\$200,000 or More	8.09%	11.93%	14.43%
Built 2000 to 2009	119	1,239	2,589	Housing by Units in Structure			
Built 1990 to 1999	46	725	2,172	1, Detached	871	4,931	10,108
Built 1980 to 1989	73	1,241	2,173	1, Attached	8	455	698
Built 1970 to 1979	126	745	1,389	2	152	379	619
Built 1960 to 1969	62	445	585	3 or 4	28	303	336
Built 1950 to 1959	110	665	825	5 to 9	0	314	515
Built 1940 to 1949	28	286	503	10 to 19	0	121	258
Built 1939 or Earlier	351	548	583	20 to 49	3	160	240
Home Values				50 or More	0	143	324
Average	\$622,335	\$651,339	\$648,184	Mobile Home	2	84	434
Median	\$577,411	\$606,690	\$589,371	Boat, RV, Van, etc.	0	0	0

Source: Esri ArcGIS®

Transportation Routes

Major traffic arteries are shown in the chart below:

Major Roadways & Thoroughfares			
Highway	Direction	Function	Distance From Subject
U.S. 17	west	Local Highway	This is within 8 miles of the subject property.
I-95	west	Interstate Highway	This is within 12 miles of the subject property.
Surface Streets	Direction	Function	Distance From Subject
N. Front Street	east	Secondary street	The subject property fronts this street.
Centre Street	southeast	Primary street	This is within a half mile of the subject property.
S 8th Street	southeast	Primary street	This is within a half mile of the subject property.
Atlantic Avenue	southeast	Primary street	This is within a half mile of the subject property.

Community Services

Community services and facilities are readily available in the surrounding area. These include public services such as fire stations, hospitals, police stations, and schools (all ages).

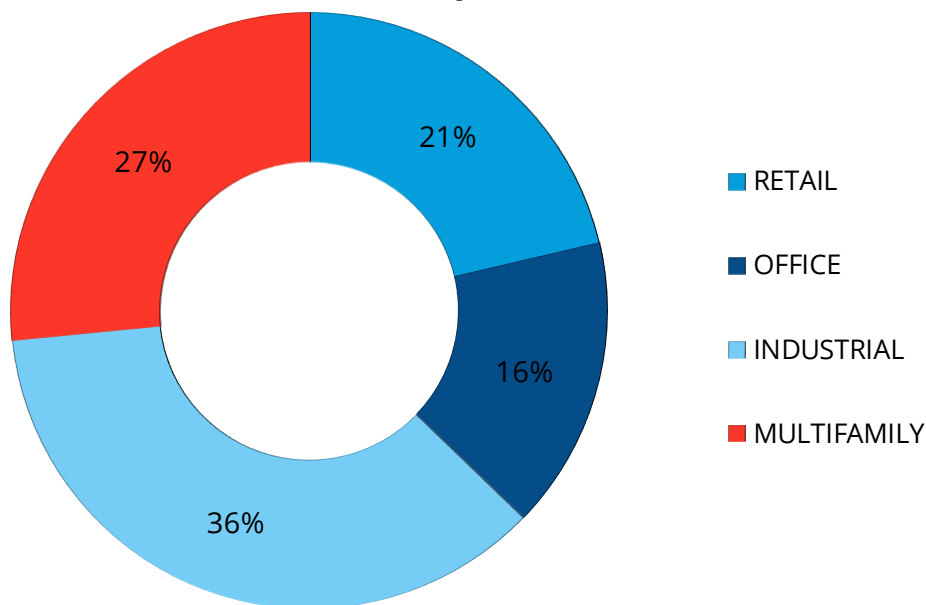
Immediate Area Profile

This section discusses uses and development trends in the immediate area that directly impact the performance and appeal of the subject property.

Predominant Land Uses

The subject is located just northwest of downtown/historic Fernandina Beach and within its city limits. The subject's area is mostly built-out, with very few vacant sites that are both of adequate size and suitable for new development. The immediate area is improved with mostly industrial uses; commercial and residential uses are found just to the southeast of the subject. Commercial development typically consists of retail and office uses, while residential uses are mostly single-family residential homes. The local area has a mix of commercial uses nearby and the composition is shown in the following graph.

Commercial Area Composition



©CoStar

Single-Family Residential Development

Single-family residential homes in the subject's immediate area are predominantly older structures although there has been some new construction predominantly via redevelopment. The overall quality and appeal is average to good.

Multi-Family Development

The following chart shows a summary of multi-family data by type in the immediate area from CoStar.

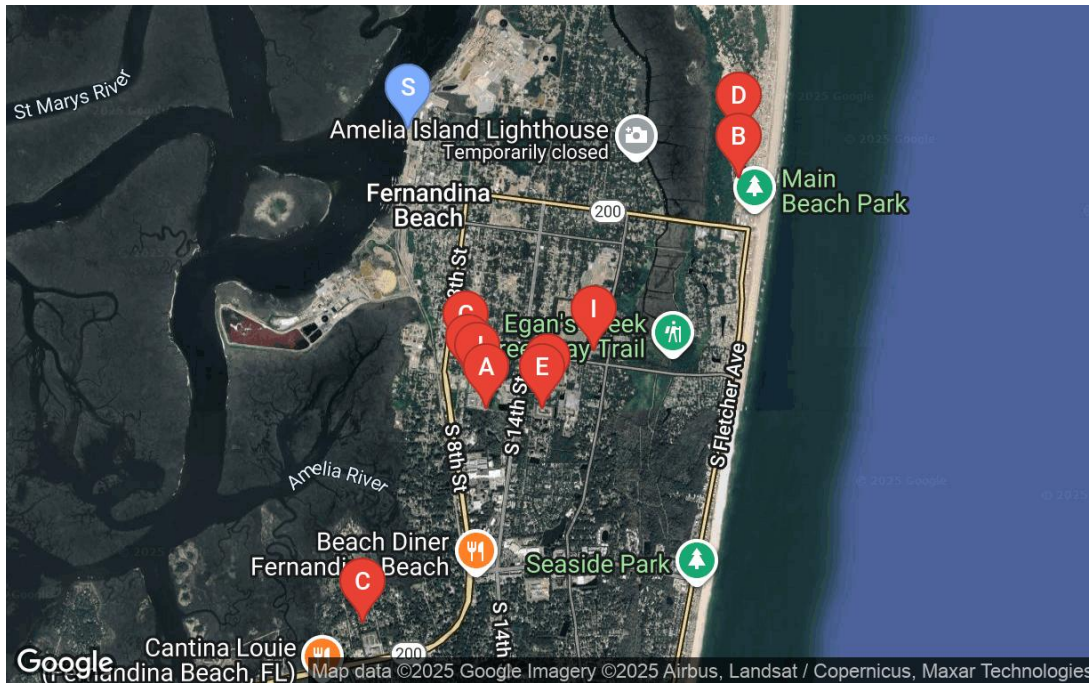
Multifamily Summary			
Class	Properties	NRA (SF)	Avg Yr Blt
A	0	0	-
B	7	369,157	1987
C	31	858,023	1960
Total	38	1,227,180	1965

Source: CoStar

The three largest multi-family properties are at 111 Vintage Way, 403 Tarpon Avenue and 2047 Bridal Road with an NRA of 268,800 SF, 155,520 SF and 142,581 SF that were built in 2019, 2001 and 2000, respectively. The closest large multi-family property in proximity to the subject is at 908-1028 South 10th Street with an NRA of 50,007 SF that was built in 1961. The majority of properties were constructed before 2000. The following chart and map show the subject property and its location relative to the 10 largest multi-family properties in the immediate area from CoStar.

Largest Multifamily Properties						
Name	Distance	Map Pin	Class	NRA (SF)	Stories	Year Built
Vintage Amelia Island	1.7 Miles	A	B	268,800	3	2019
Ocean Park on Amelia Island	1.9 Miles	B	C	155,520	5	2001
Amelia Island Trailer Park	2.8 Miles	C	C	142,581	1	2000
Fernandia Shores	1.9 Miles	D	C	73,000	2	1974
The Palms at Amelia	1.8 Miles	E	B	55,000	2	1999
Pepper Tree Village	1.7 Miles	F	C	51,100	1	1974
Multifamily Building	1.3 Miles	G	C	50,007	1	1961
Pine Grove Trailer Park	1.5 Miles	H	C	49,710	1	1965
Sandridge Apartments	1.7 Miles	I	C	48,870	1	1989
Buccaneer Villa	1.5 Miles	J	C	43,917	2	1973

Source: CoStar



Retail Development

The following chart shows a summary of retail data by type in the immediate area from CoStar.

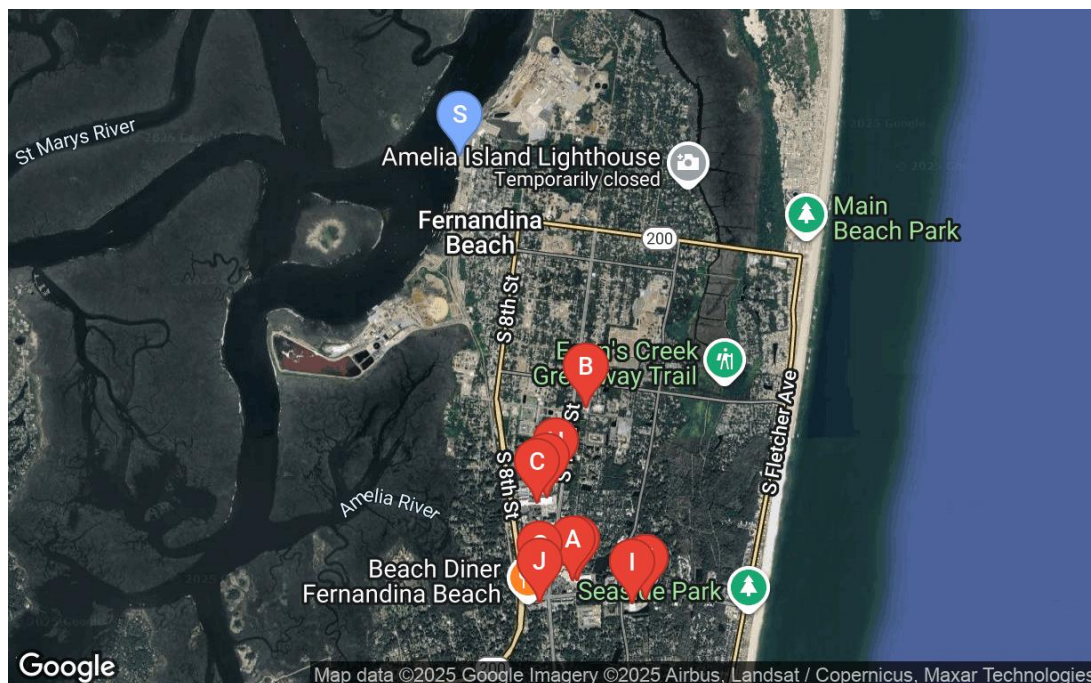
Retail Summary					
Type	Properties	NRA (SF)	Avg Yr Blt	Occupancy	Avg Rent
General Retail	241	986,084	1958	99.2	\$24.72
Total	241	986,084	1958	99.2	\$24.72

Source: CoStar

The three largest retail properties are at 1411-1525 Sadler Road, 1000-1132 South 14th Street and 1702-1782 South 8th Street with an NRA of 118,806 SF, 115,694 SF and 92,988 SF that were built in 1897, 1996 and 1987, respectively. The closest large retail property in proximity to the subject is at 1000-1132 South 14th Street. The majority of properties were constructed before 2000. The following chart and map show the subject property and its location relative to the 10 largest retail properties in the immediate area from CoStar.

Largest Shopping Centers							
Name	Distance	Map Pin	Type	NRA (SF)	% Leased	Year Built	Avg Rent
Island Walk	2.5 Miles	A	Community Center	118,806	98.2	1897	\$19.25
Eight Flags Shopping Center	1.6 Miles	B	Neighborhood Center	115,694	68.6	1996	N/Av
Amelia Plaza	2.0 Miles	C	Community Center	92,988	50.9	1987	\$16.17
Island Walk	2.5 Miles	D	Community Center	90,317	100.0	1987	N/Av
Amelia Plaza	2.0 Miles	E	Community Center	85,441	100.0	1986	N/Av
Sadler Square Shopping Plaza	2.8 Miles	F	Neighborhood Center	41,341	62.6	1987	N/Av
Crossroads Plaza	2.5 Miles	G	Neighborhood Center	40,000	78.4	1978	\$15.00
Amelia Crossing	2.0 Miles	H	Neighborhood Center	30,000	100.0	2002	N/Av
Sadler Square Shopping Plaza	2.8 Miles	I	Neighborhood Center	29,000	100.0	1987	N/Av
Five Points Plaza	2.6 Miles	J	Neighborhood Center	22,828	100.0	2004	N/Av

Source: CoStar



Office Development

The following chart shows a summary of office data by class in the immediate area from CoStar.

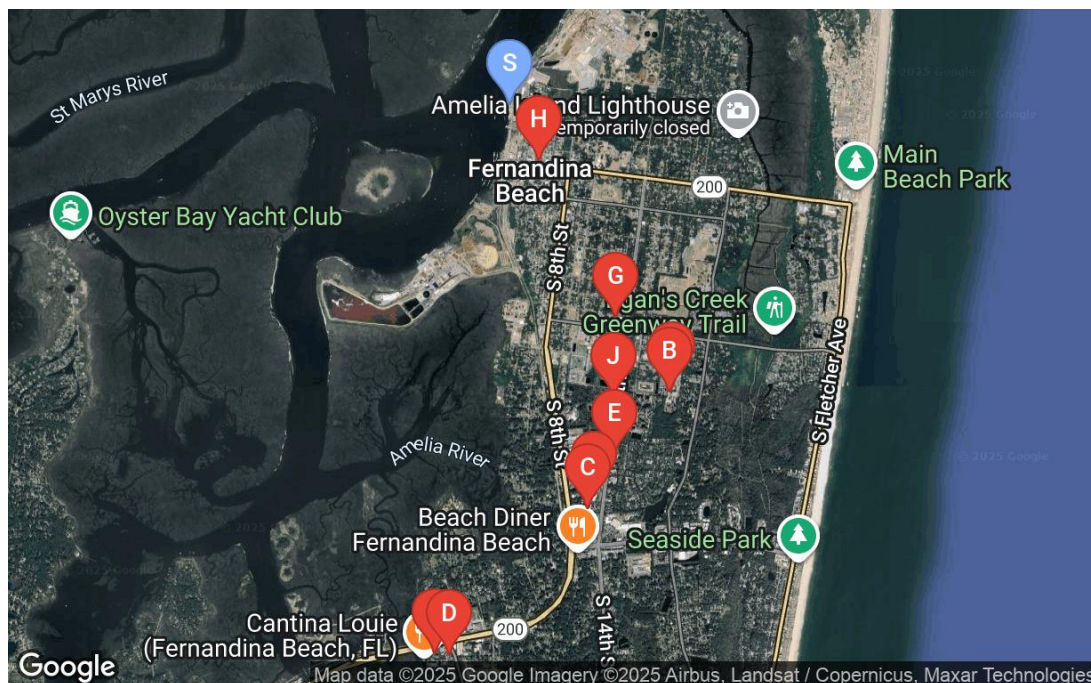
Office Summary					
Class	Properties	NRA (SF)	Avg Yr Blt	Occupancy	Avg Rent
A	1	24,381	2001	100.0	-
B	33	284,061	1989	98.3	\$23.53
C	94	425,002	1959	99.9	\$57.56
Total	128	733,444	1967	99.5	\$48.72

Source: CoStar

The three largest office properties are at 1348 South 18th Street, 1340 South 18th Street and 1901 Island Walk Way with an NRA of 42,300 SF, 28,546 SF and 24,381 SF that were built in 2014, 1998 and 2001, respectively. The closest large office property in proximity to the subject is at 401 Centre Street with an NRA of 15,678 SF that was built in 1910. The majority of properties were constructed after 2000. The following chart and map show the subject property and its location relative to the 10 largest office properties in the immediate area from CoStar.

Largest Office Buildings							
Name	Distance	Map Pin	Class	NRA (SF)	% Leased	Year Built	Avg Rent
Office Building	1.9 Miles	A	B	42,300	100.0	2014	N/Av
Office Building	1.9 Miles	B	B	28,546	100.0	1998	N/Av
Office Building	2.4 Miles	C	A	24,381	100.0	2001	N/Av
Gateway Commons II	3.2 Miles	D	B	22,660	100.0	2008	N/Av
Office Building	2.1 Miles	E	B	19,972	74.0	2002	\$25.00
Village Center at Gateway	3.2 Miles	F	B	17,500	100.0	2002	N/Av
Office Building	1.4 Miles	G	C	17,255	100.0	1985	N/Av
Fernandina Beach Federal Bldg	0.4 Miles	H	C	15,678	100.0	1910	N/Av
Beam Center	2.3 Miles	I	B	15,500	100.0	2001	N/Av
Fourteenth St. Professional Plaza	1.8 Miles	J	C	14,200	100.0	1986	N/Av

Source: CoStar



Industrial Development

The following chart shows a summary of industrial data by type in the immediate area from CoStar.

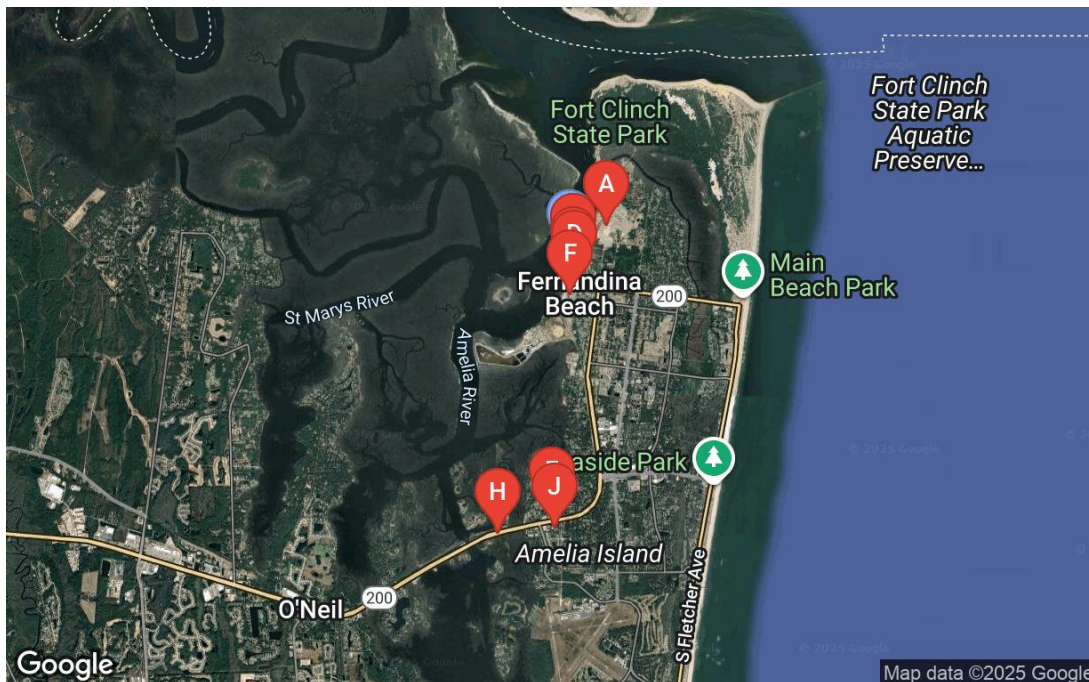
Industrial Summary					
Type	Properties	NRA (SF)	Avg Yr Blt	Occupancy	Avg Rent
Industrial	30	1,647,373	1972	100.0	-
Flex	4	27,201	1967	76.4	\$5.95
Total	34	1,674,574	1972	97.2	\$5.95

Source: CoStar

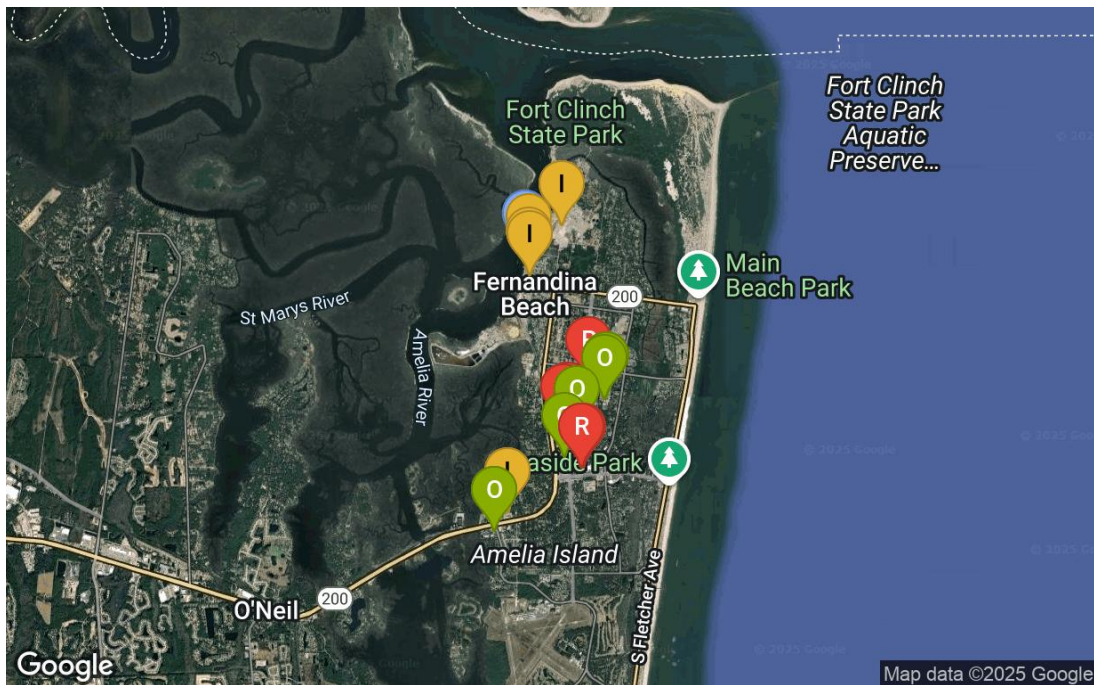
The three largest industrial properties are at 600 North 8th Street, 315 North 2nd Street and 101 North 2nd Street with an NRA of 1,208,239 SF, 114,229 SF and 81,700 SF that were built in 1985, 1987 and 1882, respectively. The closest large industrial property in proximity to the subject is at 312 North Front Street with an NRA of 12,051 SF that was built in 1992. The majority of properties were constructed before 2000. The following chart and map show the subject property and its location relative to the 10 largest industrial properties in the immediate area from CoStar.

Largest Industrial Properties							
Name	Distance	Map Pin	Type	NRA (SF)	% Leased	Year Built	Avg Rent
Industrial Building	0.5 Miles	A	Industrial	1,208,239	100.0	1985	N/Av
Industrial Building	0.1 Miles	B	Industrial	114,229	100.0	1987	N/Av
Bldg 1	0.2 Miles	C	Industrial	81,700	100.0	1882	N/Av
Industrial Building	0.2 Miles	D	Industrial	70,110	100.0	1991	N/Av
Industrial Building	3.0 Miles	E	Industrial	54,400	100.0	1972	N/Av
Industrial Building	0.5 Miles	F	Flex	19,182	5.7	1925	\$5.95
Industrial Building	-	G	Industrial	12,051	100.0	1992	N/Av
Industrial Building	3.3 Miles	H	Industrial	10,299	100.0	2001	N/Av
Bldg 2	0.2 Miles	I	Industrial	8,000	100.0	1882	N/Av
Industrial Building	3.1 Miles	J	Industrial	7,089	100.0	1988	N/Av

Source: CoStar



The following map shows the subject property and the five largest retail, office, and industrial properties in the immediate area from CoStar.



Subject Property Analysis

The following discussion draws context and analysis on how the subject property is influenced by the local and immediate areas.

Subject Property Analysis

The uses adjacent to the property are noted below:

- › **North** - Industrial uses
- › **South** - Industrial uses
- › **East** - Industrial uses
- › **West** - Amelia River

Summary

The subject is located just northwest of the downtown/historic Fernandina Beach area in northeast Nassau County. The area is generally built-out; uses in the subject's immediate vicinity are mostly industrial in nature, with a combination of commercial and residential uses found to the east and south; there is minimal vacant land suitable/available for new development which has mostly been occurring through redevelopment of older properties. We would expect most property types to see at least moderate value increases moving forward based on the desirable location of the area.

General Description

The subject is assessed by Nassau County as a single tax parcel. As noted below, the subject site has 35,713 SF (0.82 AC) of gross land area. It appears that 19,160 SF (0.44 AC) is usable/upland area found on the eastern portion of the site, while the remaining 16,553 SF (0.38 AC) is shown by public records as submerged land although it is unknown if this is indeed part of the subject's ownership vs. sovereign. The area is estimated based on the assessor's parcel map, and may change if a professional survey determines more precise measurements. Going forward, our valuation analyses will utilize the usable site area. The following discussion summarizes the subject site size and characteristics.

Assessor Parcel

00-00-31-1760-0007-0020

Number Of Parcels

1

Land Area

	Acres	Square Feet
Upland Area	0.44	19,160
Submerged	0.38	16,553
Total Land Area	0.82	35,713

Total Land Area

Shape

Rectangular - See Plat Map For Exact Shape

Topography

Level at street grade

Drainage

Assumed Adequate

Utilities

All available to the site

Street Improvements

N Front Street

Street	Direction	No. Lanes	Street Type	Curbs	Sidewalks	Streetlights	Center Lane	Gutters
Secondary Street	two-way	two-lane	connector street					

Frontage

The subject has approximately 150 feet of frontage along the west side of N Front Street with the same amount of frontage along the Amelia River on its western border.

Accessibility

The accessibility of the subject is rated as average. The subject is accessed from one street, with the main entrance and primary point of ingress/egress being N Front Street.

Exposure

The subject has average exposure, as it is located along a connector street and the Amelia River.

Seismic

The subject is in Low Risk. The seismic zone factor (or Z factor) corresponds numerically to the effective horizontal peak bedrock acceleration (or equivalent velocity) that is estimated as a component of the design base shear calculation. In each seismic zone an earthquake-related event would create an effective peak bedrock acceleration of 0.1 times the force of gravity for Zone 1, 0.15 times the force of gravity for Zone 2A, 0.2 times the force of gravity for Zone 2B, 0.3 times the force of gravity for Zone 3 and 0.4 times the force of gravity for Zone 4. These values correspond to ground motion values with a 10% probability of being exceeded in 50 years.

Flood Zone

Zone VE. This is referenced by Community Number 120172, Panel Number 12089C0237G, dated August 02, 2017. Zone VE is a Special Flood Hazard Area (SFHA) designated for coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones. In communities that participate in

the National Flood Insurance Program (NFIP), mandatory flood insurance purchase requirements apply to this zone.

Easements

A preliminary title report was not available for review. During the on-site inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there is no negative value impact from easements or encumbrances. If questions arise regarding easements, encroachments, or other encumbrances, further research is advised.

Soils

A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for typical improvements.

Hazardous Waste

We have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

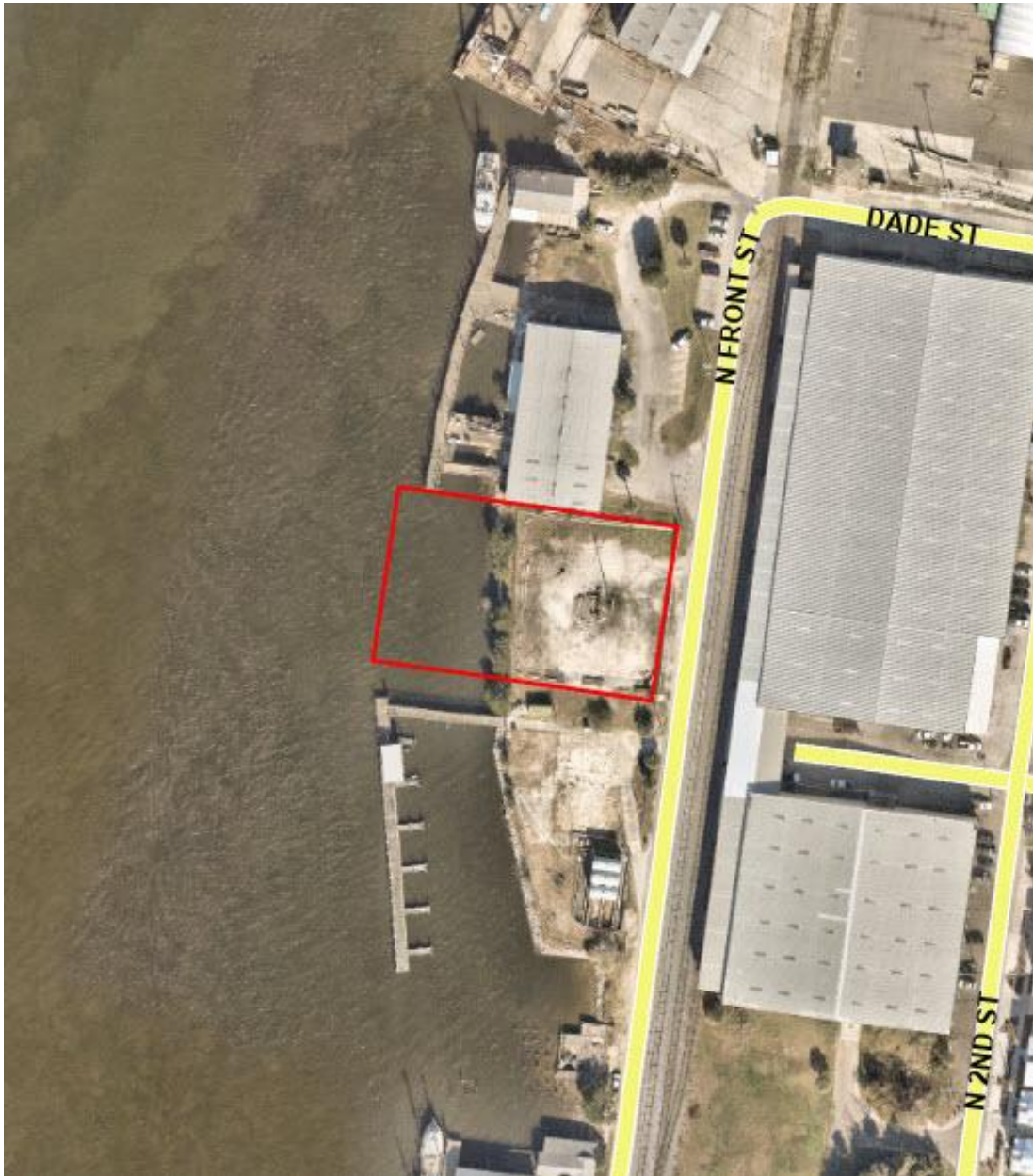
Improvement Description

The subject is improved with metal perimeter fencing which includes a gate, as well as an existing light pole near the middle of the site that can be relocated as needed. There is also some rip-rap along the water frontage. These improvements are relatively typical of this property type but are of minimal value beyond land value, if any.

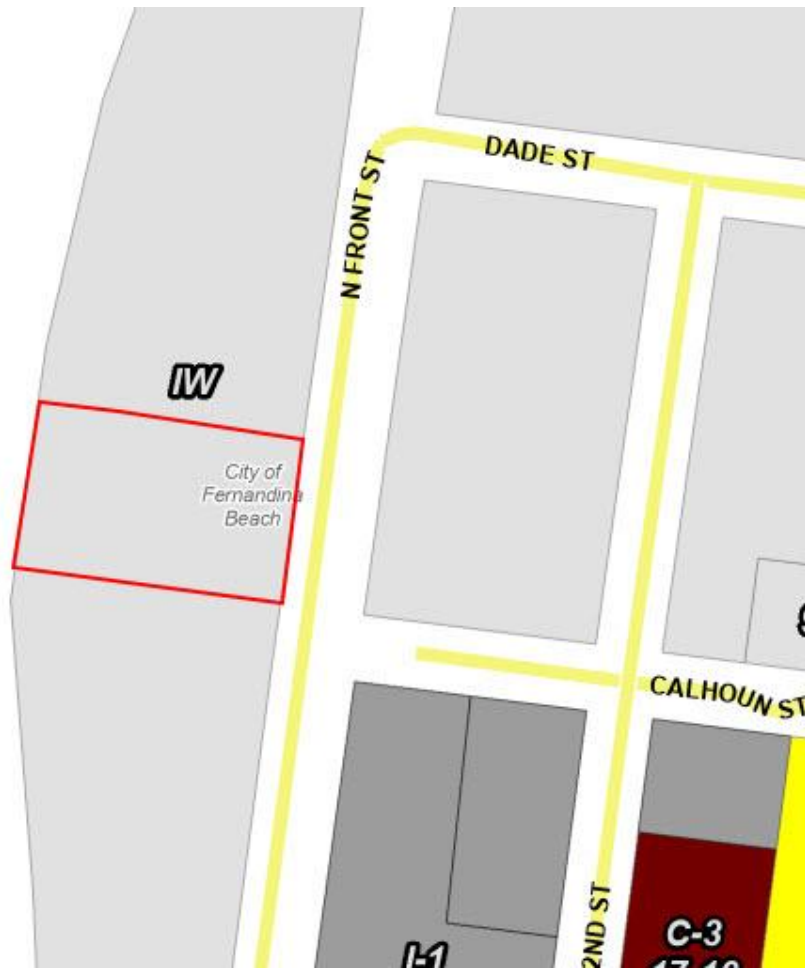
Site Rating

Overall, the subject site is considered to have average to good potential for industrial and/or secondary commercial uses; of particular note is that it has deepwater frontage/access along the Amelia River which is seen as a significant positive influence on value. This waterway connects with the Atlantic Ocean about three miles to the northeast of the subject and also provides access to the Intracoastal Waterway to the south of the subject's area. Waterfront tracts such as the subject have limited availability and are typically highly desirable in the market.

Aerial Tax Map



Zoning Map



Flood Map

National Flood Hazard Layer FIRMette

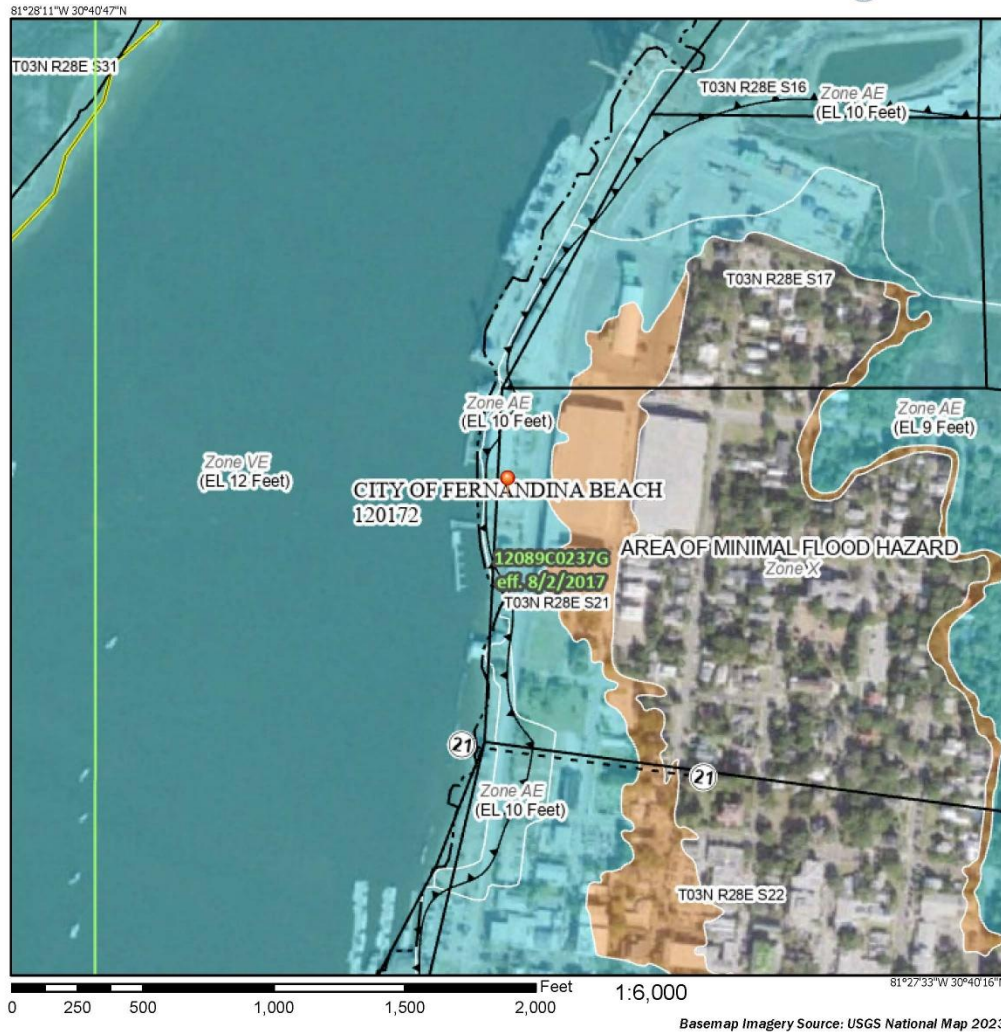


Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE)
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes. Zone X
	Area with Flood Risk due to Levee Zone D
	Area of Minimal Flood Hazard Zone X
OTHER AREAS	Effective LOMRs
	Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
MAP PANELS	Profile Baseline
	Hydrographic Feature
	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



Introduction

Assessment of real property is established by an assessor that is an appointed or elected official charged with determining the value of each property. The assessment is used to determine the necessary rate of taxation required to support the municipal budget. A property tax is a levy on the value of property that the owner is required to pay to the municipality in which it is situated. Multiple jurisdictions may tax the same property.

The subject property is located within Nassau County. The assessed value and property tax for the current year are summarized in the following table.

Assessment & Taxes						
Tax Year	2024				Tax Rate	18.3062
Tax Rate Area	002				Taxes Current	Yes
APN	Land	Improv.	Total	Exemptions	Taxable	Base Tax
00-00-31-1760-0007-0020	\$958,010	\$11,497	\$969,507	\$969,507	\$0	\$0
Totals	\$958,010	\$11,497	\$969,507	\$969,507	\$0	\$0
Total/SF	\$26.83	\$0.32	\$27.15	\$27.15	\$0.00	\$0.00
Total Base Tax Without Early Payment						\$0
Total Base Tax Per SF Without Early Payment						\$0.00
Discount For Early Payment		4%				\$0
Total Base Tax With Early Payment						\$0
Total Base Tax Per SF With Early Payment						\$0.00

Source: Nassau County Assessment & Taxation

Subject Property Analysis

The total assessment for the subject property in 2024 was \$969,507 with the majority applicable to the land and a small portion attributable to its site improvements. The property was fully exempt from taxes since ownership is a government-related entity. The preliminary assessment for 2025 is slightly higher at \$1,053,810.

As part of the scope of work, we researched assessment and tax information related to the subject property. The following are key factors related to local assessment and taxation policy. Real property in Nassau County is typically assessed at 65-85% of market value. Real property is reassessed annually as of January 1. In addition to scheduled reassessments, properties in Nassau County are reassessed upon sale, conversion, renovation or demolition.

According to the Nassau County Tax Collector's Office, real estate taxes for the subject property are current as of the date of this report.

Introduction

Zoning requirements typically establish permitted and prohibited uses, building height, lot coverage, setbacks, parking and other factors that control the size and location of improvements on a site. The zoning characteristics for the subject property are summarized below:

Zoning Summary	
Municipality Governing Zoning	City of Fernandina Beach Planning & Zoning Department
Current Zoning	Waterfront Industrial (IW)
Permitted Uses	Permitted uses within this zoning district primarily include industrial uses that are water oriented although some
Prohibited Uses	Residential is not allowed as the principal use
Current Use	Vacant land
Zoning Change	Not Likely

Zoning Requirements	
Minimum Site Width (Feet)	75
Minimum Yard Setbacks	
Front (Feet)	None
Rear (Feet)	None
Side (Feet)	None
Maximum Site Coverage	0%
Maximum Building Height	35 Feet
Maximum Floor Area Ratio (FAR)	75%

Source: City of Fernandina Beach Planning & Zoning Department

Zoning Conclusions

The I-W District is intended for the development of water dependent and water-related manufacturing, assembling, storage, distribution, sales, and port operations that are generally high intensity. The district recognizes existing industrial development with location that have access to transportation facilities by air, rail, ship, or highway.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our analysis correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence. Please note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

Introduction

As concluded ahead, the highest and best use of the subject site as-vacant is waterfront industrial use. Transactions of sites similar to the subject are relatively rare based on a lack of supply, but based on our discussions with market participants waterfront sites are desirable in the market especially in cases where they are in close proximity to the ocean.

Exposure Time & Marketing Period

Exposure time is defined as "An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." (The Dictionary of Real Estate Appraisal, Appraisal Institute, 2022). Reasonable exposure time is impacted by the aggressiveness and effectiveness of a property's exposure to market participants, availability and cost of financing, and demand for similar investments. Exposure time is best established based the recent history of marketing periods for comparable sales, discussions with market participants and information from published surveys.

The availability of acquisition financing factors into exposure time. In recent quarters, financing has been available for well-positioned commercial real estate, particularly for stabilized assets within core MSAs and owner/user deals. For second tier or marginal properties, financing has been available but subject to more stringent requirements. Based on review of the local capital market, we conclude that adequate financing options would have been available to consummate a sale of the property on the date of value.

Exposure Time Conclusion

In our experience, waterfront sites such as the subject are typically sold within a year or less when adequately exposed to the market and appropriately priced. Based on its overall physical and locational characteristics, the subject site has average overall appeal to developers and/or owner/users when compared to similar/typical waterfront industrial sites. Considering these factors, a reasonable estimate of exposure time for the subject property is 12 months or less.

Marketing Period Conclusion

Marketing period is very similar to exposure time, but reflects a projected time period to sell the property, rather than a retrospective estimate. Having reviewed open listings and discussed the market with local participants, and given the nature of this site, we feel that a time period of 12 months or less is supported for the subject's marketing period.

Introduction

The highest and best use of an improved property is defined as that reasonable and most probable use that will support its highest present value. The highest and best use, or most probable use, must be legally permissible, physically possible, financially feasible, and maximally productive. This section develops the highest and best use of the subject property As-Vacant.

As-Vacant Analysis

Legal Factors

The legal factors that possibly influence the highest and best use of the subject site are discussed in this section. Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. Permitted uses of the subject's IW (Waterfront Industrial) zoning were listed in the Zoning Analysis section and include primarily water-related industrial uses although some commercial uses are also allowed.

Physical & Locational Factors

Regarding physical characteristics, the subject site is rectangular in shape and has level topography with average access and average exposure. It has a width of approximately 150 feet with deepwater access along the Amelia River. Adjacent uses are industrial in nature, so although some commercial uses are legally allowed it is likely that uses of the site would be industrial in nature. Of the outright permitted uses, physical and locational features best support waterfront industrial use for the site's highest and best use as-vacant.

Feasibility Factors

The financial feasibility of those uses that meet the legal and physical tests discussed is analyzed further in this section. Supply and demand conditions affect the financial feasibility of possible uses. Indicators of feasibility, which typically indicate favorable or non-favorable supply and demand conditions, include construction financing and proposed projects.

As-Vacant Conclusion

Based on the previous discussion, the subject's highest and best use as-vacant is concluded to be waterfront industrial use.

Introduction

The following presentation of the appraisal process deals directly with the valuation of the subject property. The As-Is Market Value of the subject's fee simple interest is estimated using the Sales Comparison Approach, which is recognized as the standard appraisal technique for similar land. The Cost and Income Capitalization Approaches are not applicable when valuing waterfront land and are therefore excluded. Their exclusion is not detrimental to the reliability or credibility of the final value conclusion.

Sales Comparison Approach

The Sales Comparison Approach is based on the principle of substitution, which asserts that no one would pay more for a property than the value of similar properties in the market. This approach analyzes comparable sales by applying transactional and property adjustments in order to bracket the subject property on an appropriate unit value comparison. The sales comparison approach is applicable when sufficient data on recent market transactions is available. Alternatively, this approach may offer limited reliability because many properties have unique characteristics that cannot be accounted for in the adjustment process.

Land Valuation

As previously discussed within the Valuation Methods section, the subject is valued as one marketable economic site in this appraisal. Land value is influenced by a number of factors; most prominent of which is development and use potential. These factors, as well as others, are considered in the following analysis.

Unit Of Comparison

The most relevant unit of comparison is the price per usable square foot. This indicator best reflects the analysis used by buyers and sellers in this market for land with similar utility and zoning in this marketplace.

Comparable Selection

A thorough search was made for similar land sales in terms of proximity to the subject, size, location, development potential, and date of sale.

Sales such as the subject are relatively limited in the market based on a lack of supply. We were unable to find any recent sales or even listings within Nassau County, so have therefore extended the search area up and down the east coast into both Florida and Georgia. We

In selecting comparables, emphasis was placed on confirming recent sales of waterfront sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales selected represent the best comparables available for this analysis.

Adjustment Process

Quantitative adjustments are made to the comparable sales. The following adjustments or general market trends were considered for the basis of valuation.

Transactional Adjustments

Dollar adjustments to the comparable sales were considered and made when warranted for transactional adjustments in the sequence shown below:

Property Rights Transferred	The valuation of the subject site was completed on a fee simple basis. If warranted, leased fee, leasehold and/or partial interest land sales were adjusted accordingly.
Financing Terms	The subject site was valued on a cash equivalent basis. Adjustments were made to the comparables involving financing terms atypical of the marketplace.
Conditions of Sale	This adjustment accounts for extraordinary motivation on the part of the buyer or seller often associated with distressed sales and/or assemblages.

Expenditures After Purchase Adjustments were applied if site conditions warranted expenditures on the part of the buyer to create a buildable site. Examples include costs for razing pre-existing structures, general site clearing and/or mitigation of environmental issues.

Market Conditions Market conditions adjustments were based on a review of historical sale data, market participant interviews and review of current versus historical pricing. Based on our research, the following table summarizes the market conditions adjustment applied in this analysis.

Market Conditions Adjustment			
Per Year As Of	September 2025	(As-Is)	5%

The analysis applies an upward market conditions adjustment of 5% annually reflecting the conditions between the oldest comparable sale date up through the effective valuation date.

Property Adjustments

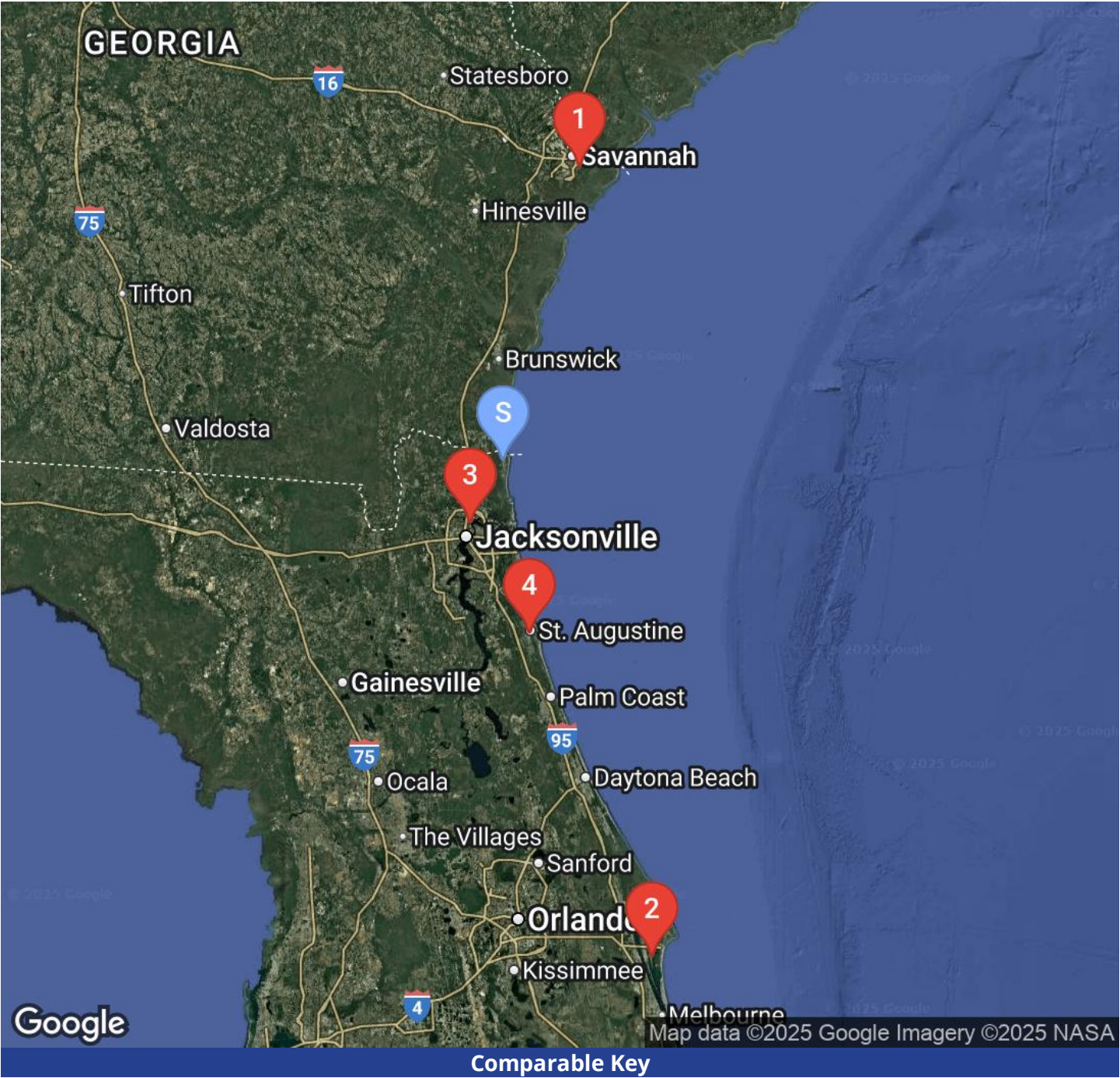
Quantitative percentage adjustments are also made for location and physical characteristics such as size, shape, access, exposure, topography, zoning and overall utility. Where possible the adjustments applied are based on paired data or other statistical analysis. For example, location adjustments are based primarily on review of land values in the market areas for the comparables relative to the subject. It should be stressed that the adjustments are subjective in nature and are meant to illustrate our logic in deriving a value opinion for the subject site.

Land Valuation Presentation

The following Land Sales Summation Table, Location Map and datasheets summarize the sales data used in this analysis. Following these items, the comparable land sales are adjusted for applicable elements of comparison and the opinion of site value is concluded.

Land Sales Summation Table					
Comparable	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	OHPA Parcel	3110 River Drive	Developable Site	Waterfront Land	Nix Boatyard Waterfront
Address	N Front Street	3110 River Drive	160 S Banana River Dr	531 Trout River Drive	200 Nix Boat Yard Road
City	Fernandina Beach	Savannah	Merritt Island	Jacksonville	St. Augustine
State	FL	GA	FL	FL	FL
Zip	32034	31404	32952	32208	32084
County	Nassau	Chatham	Brevard	Duval	St. Johns
Physical Information					
Acres	0.44	0.54	0.69	3.60	3.32
SF	19,160	23,522	30,056	156,749	144,579
Zoning	IW	Waterfront Industrial	BU-2	CCG-2	CHT
Sale Information					
Date		10/25/2022	6/26/2023	3/24/2024	8/9/2024
Status		Recorded	Recorded	Recorded	Recorded
Rights Transferred		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Transaction Price		\$1,350,000	\$1,200,000	\$3,000,000	\$5,900,000
Analysis Price		\$1,100,000	\$1,200,000	\$3,025,000	\$5,900,000
\$/SF Land		\$46.76	\$39.93	\$19.30	\$40.81

Land Sales Location Map



Comp	Distance	Address	Sale Date	Acres	SF	\$/SF
Subject	-	N Front Street, Fernandina Beach, FL	-	0.44	19,160	-
No. 1	96.5 Miles	3110 River Drive, Savannah, GA	10/25/2022	0.54	23,522	\$46.76
No. 2	167.5 Miles	160 S Banana River Dr, Merritt Island, FL	6/26/2023	0.69	30,056	\$39.93
No. 3	22.5 Miles	531 Trout River Drive, Jacksonville, FL	3/24/2024	3.60	156,749	\$19.30
No. 4	56.2 Miles	200 Nix Boat Yard Road, St. Augustine, FL	8/9/2024	3.32	144,579	\$40.81

Comparable 1

Location Information

Name	3110 River Drive
Address	3110 River Drive
City, State, Zip Code	Savannah, GA, 31404
County	Chatham
MSA	Savannah, GA
APN	Multiple - See comments

Sale Information

Buyer	Blue Moon Marinas
Seller	James Dubberly
Transaction Date	10/25/2022
Transaction Status	Recorded
Transaction Price	\$1,350,000
Analysis Price	\$1,100,000
Recording Number	Book 2948, Page 288
Rights Transferred	Fee Simple
Financing	Undisclosed
Conditions of Sale	Arms-Length
Marketing Time	0 Months

Physical Information

Intended Use	Commercial
Location	Average
Site Size (Net)	0.54 Acres (23,522 SF)
Site Size (Gross)	1.43 Acres (62,291 SF)
Zoning	Waterfront Industrial
Shape	Irregular
Topography	Flat and Moderate Slope
Access	Average
Exposure	Average
Corner	No
Utilities	Yes



3110 River Drive

Analysis Information

Price	<u>\$/Acre</u>	<u>\$/SF</u>
Gross	\$769,231	\$17.66
Net	\$2,037,037	\$46.76

Confirmation

Name	Confidential
Company	Confidential
Source	Confidential
Date / Phone Number	Confidential

Remarks

This sale consists of an assemblage of waterfront commercial properties located on River Drive in Thunderbolt. According to data provided by the client, the properties have a total of 1.43 gross acres but only 0.54-acre of net uplands. The properties assembled include Chatham County PINs 30006 15003, 30006 150006, 30006 15004, 30006 150005, and 30006 24001. Historically, the subject assembled properties have been used in unison in the day-to-day business of a commercial fishing and shrimping operation. The facility was developed in 1975 with a dock and light industrial building that has since been used as a base of operations for a commercial fishing and shrimping facility. The existing improvements include roughly 350 feet of wood dock, 9,000 SF feet of cement frame stationary dock, a 2,016 SF metal light industrial building, and a 600 SF ice machine shed. In total, the subject property is currently improved with roughly 550 linear feet (one sided/ all stationary) of river front docking with deep-water access to the Wilmington River. According to the Chatham County Tax Assessor, the improvements contribute roughly \$250,000 to the property.

Comparable 2

Location Information

Name	Developable Site
Address	160 S Banana River Dr
City, State, Zip Code	Merritt Island, FL, 32952
County	Brevard
MSA	Palm Bay-Melbourne-Titusville, FL
APN	24-37-31-01-*46

Sale Information

Buyer	DRS Realty Co.
Seller	William A. Moberg
Transaction Date	06/26/2023
Transaction Status	Recorded
Transaction Price	\$1,200,000
Analysis Price	\$1,200,000
Recording Number	2023139302
Rights Transferred	Fee Simple
Financing	Cash at Settlement
Conditions of Sale	Arms-Length

Physical Information

Intended Use	Vacant Land
Location	Average/Good
Site Size (Net)	0.69 Acres (30,056 SF)
Site Size (Gross)	0.69 Acres (30,056 SF)
Zoning	BU-2
Shape	Irregular
Topography	Level
Access	Average
Exposure	Average
Corner	No
Utilities	No



Developable Site

Analysis Information

Price	<u>\$/Acre</u>	<u>\$/SF</u>	<u>\$/Unit</u>
Gross	\$1,739,130	\$39.93	\$1,200,000
Net	\$1,739,130	\$39.93	\$1,200,000

Confirmation

Name	Confidential
Company	Confidential
Source	CoStar
Date / Phone Number	01/18/2024 Confidential

Remarks

30,056 SF vacant site that sold on June 2023 for \$1,200,000, equal to \$39.93/SF. The site is zoned BU2 for commercial or mixed use development.

Comparable 3

Location Information

Name	Waterfront Land
Address	531 Trout River Drive
City, State, Zip Code	Jacksonville, FL, 32208
County	Duval
MSA	Jacksonville, FL
APN	Multiple

Sale Information

Buyer	531 Trout River Dr. LLC
Seller	Blacks Family Holdings LLC
Transaction Date	03/24/2024
Transaction Status	Recorded
Transaction Price	\$3,000,000
Analysis Price	\$3,025,000
Recording Number	20998-02301
Rights Transferred	Fee Simple
Marketing Time	18 Months

Physical Information

Intended Use	Industrial Land
Location	Average
Flood Zone	AE
Site Size (Net)	3.60 Acres (156,749 SF)
Site Size (Gross)	3.60 Acres (156,749 SF)
Zoning	CCG-2
Shape	Irregular
Topography	Level
Access	Average
Exposure	Average
Corner	No
Utilities	Yes



Waterfront Land

Analysis Information

Price	\$/Acre	\$/SF	\$/Unit
Gross	\$840,745	\$19.30	\$3,025,000
Net	\$840,745	\$19.30	\$3,025,000

Confirmation

Name	Bryan Mickler
Company	Three Lions Real Estate Group
Source	Seller's Broker
Date / Phone Number	07/12/2024 +1 904 321 9040

Remarks

A private individual sold this 3.6-acre lot to Kiewit for \$3,000,000. It was six contiguous tax parcels with some older improvements present that did not contribute to value with an estimated demolition cost of \$25,000. It had approximately 800 feet of frontage along the river with some rip-rap in place. The buyer is a contractor and aims to triple the docking capacity of the BAE Systems Shipyard, potentially generating 1,000 new jobs. The information in the comparable has been verified by the listing broker.

Comparable 4	
Location Information	
Name	Nix Boatyard Waterfront
Address	200 Nix Boat Yard Road
City, State, Zip Code	St. Augustine, FL, 32084
County	St. Johns
MSA	Jacksonville, FL
APN	1348320010; 1348320030; 1348210000
Sale Information	
Buyer	BDEP Freedom, LLC
Seller	200 Nix Boat Yard, LLC
Transaction Date	08/9/2024
Transaction Status	Recorded
Transaction Price	\$5,900,000
Analysis Price	\$5,900,000
Recording Number	6001/1203
Rights Transferred	Fee Simple
Financing	All Cash
Conditions of Sale	Arms-Length
Physical Information	
Intended Use	Commercial
Location	Average/Good
Flood Zone	AE
Site Size (Net)	3.32 Acres (144,579 SF)
Site Size (Gross)	4.49 Acres (195,540 SF)
Zoning	CHT
Shape	Irregular
Topography	Generally Level
Access	Average
Exposure	Average/Good
Corner	No
Utilities	Yes



Nix Boatyard Waterfront

Analysis Information			
Price	<u>\$/Acre</u>	<u>\$/SF</u>	<u>\$/Unit</u>
Gross	\$1,314,324	\$30.17	\$5,900,000
Net	\$1,777,644	\$40.81	\$5,900,000

Confirmation	
Name	Confidential
Company	Confidential
Source	Knowledgeable Third Party
Date / Phone Number	10/7/2024 Confidential

Remarks

This site sold in August 2024 for a consideration of \$5,900,000. The purchase was part of an assemblage along Nix Boatyard Road.

Land Sales Adjustment Table

Comparable	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	OHPA Parcel	3110 River Drive	Developable Site	Waterfront Land	Nix Boatyard Waterfront
Address	N Front Street	3110 River Drive	160 S Banana River Dr	531 Trout River Drive	200 Nix Boat Yard Road
City	Fernandina Beach	Savannah	Merritt Island	Jacksonville	St. Augustine
Acres	0.44	0.54	0.69	3.60	3.32
SF	19,160	23,522	30,056	156,749	144,579
Zoning	IW	Waterfront Industrial	BU-2	CCG-2	CHT
Sale Information					
Date		10/25/2022	6/26/2023	3/24/2024	8/9/2024
Status		Recorded	Recorded	Recorded	Recorded
Rights Transferred		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Analysis Price		\$1,100,000	\$1,200,000	\$3,025,000	\$5,900,000
Price/SF		\$46.76	\$39.93	\$19.30	\$40.81
Transactional Adjustments					
Property Rights		0%	0%	0%	0%
Financing		0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%
Expenditures After the Sale		0%	0%	0%	0%
Market Conditions¹		15%	12%	8%	6%
Subtotal Transactional Adj Price		\$53.77	\$44.72	\$20.84	\$43.26
Property Adjustments					
Location		-5%	10%	20%	-5%
Size		0%	0%	25%	25%
Access		0%	0%	0%	0%
Site Utility Rating		0%	0%	0%	0%
Zoning		0%	0%	0%	0%
Subtotal Property Adjustment		-5%	10%	45%	20%
Total Adjusted Price		\$51.08	\$49.19	\$30.22	\$51.91
Statistics	Unadjusted	Adjusted			
Low	\$19.30	\$30.22			
High	\$46.76	\$51.91			
Median	\$40.37	\$50.14			
Average	\$36.70	\$45.60			

¹ Market Conditions Adjustment: 5%

Date of Value (for adjustment calculations): 9/18/25

Land Sales Analysis

Introduction

The comparable land sales indicate an adjusted value range from \$30.22 to \$51.91/SF, with a median of \$50.14/SF and an average of \$45.60/SF. The range of total gross adjustment applied to the comparables was from 20% to 53%, with an average gross adjustment across all comparables of 33%. The level of total adjustment applied to the comparables is considered to be moderate. Overall, the availability of market data and extent of analysis was adequate to develop a reasonably credible opinion of land value. The adjustment process for each comparable land sale is discussed in the following paragraphs.

Discussion of Adjustments

Comparable 1 (\$51.08/SF adjusted) required a total upward transaction adjustment of 15%. This comparable is adjusted upward for improving market conditions. It has a slightly superior location in Savannah when compared to the subject but was otherwise similar.

Comparable 2 (\$49.19/SF adjusted) required a total upward transaction adjustment of 12%. This comparable is adjusted upward for improving market conditions. It has an inferior location to the south of the subject but was otherwise similar.

Comparable 3 (\$30.22/SF adjusted) required a total upward transaction adjustment of 8%. This comparable is adjusted upward for improving market conditions. While located to the south in Jacksonville, it is further inland which is typically inferior for water-related industrial use as a location closer to the ocean is more desirable. It is also a larger site, and there is an inverse relationship between size and price per square foot (per square foot usually decreases as size increases) so an upward adjustment was applied.

Comparable 4 (\$51.91/SF adjusted) required a total upward transaction adjustment of 6%. This comparable is adjusted upward for improving market conditions. It has a slightly superior location to the south in St. Augustine with a downward adjustment applied, but an upward adjustment was warranted based on its larger size and the economies of scale.

Calculation of Value

Based on the somewhat limited data for this property type, there is a relatively wide range in adjusted value indications. The comparable land sales indicate an adjusted value range from \$30.22 to \$51.91/SF, with a median of \$50.14/SF and an average of \$45.60/SF. Sale 3 appears to be somewhat of an outlier below the others, so based on the results of the preceding analysis, Comparable 1 (\$51.08/SF adjusted), Comparable 2 (\$49.19/SF adjusted) and Comparable 4 (\$51.91/SF adjusted) are given primary consideration for the subject's opinion of land value. It is our opinion that an appropriate range of value for the site would fall in the \$40.00 to \$50.00 per square foot range assuming the property were sold.

The following table summarizes the analysis of the comparables, reports the reconciled price per square foot value conclusion, and presents the concluded value of the subject site.

Calculation of Land Value								
Comp	Analysis	Adjustment				Net	Gross	Overall
	Price	Transactional ¹	Adjusted	Property ²	Final	Adj %	Adj %	Comparison
1	\$46.76	15%	\$53.77	-5%	\$51.08	9%	20%	Primary
2	\$39.93	12%	\$44.72	10%	\$49.19	23%	22%	Primary
3	\$19.30	8%	\$20.84	45%	\$30.22	57%	53%	Secondary
4	\$40.81	6%	\$43.26	20%	\$51.91	27%	36%	Primary
Low	\$30.22					Average		\$45.60
High	\$51.91					Median		\$50.14
Component		SUBJECT SF		\$/SF Conclusion		Value		
Usable		19,160	x	\$40.00	=	\$765,000		
Usable		19,160	x	\$50.00	=	\$960,000		

¹Cumulative ²Additive

Rounded to nearest \$5,000

Ground Lease Rate Scenario

The purpose of this section is to estimate an appropriate ground lease rate for the subject by converting its land value into an annual rental rate. Most ground leases are structured on an absolute net basis with the lessee responsible for all expenses.

In order to determine the appropriate yield for the subject site, we have researched sales of ground leased properties as well as results of investor surveys.

The following chart shows ground lease sales for the past two years throughout Florida and Georgia and the capitalization rate for these transactions. All of the comparables had been improved with leasehold improvements on their respective ground leases which is what the year built column represents. The comparables are not waterfront sites, although the primary indicators are their capitalization rates for the purpose of this analysis.

Capitalization Rate Comparables (OAR)

	NAME	CITY	ST	SALE DATE	YR BLT	SALE PRICE	NOI	CAP RATE
1	Chase - Ground Lease	Miami	FL	August 21, 2025	2011	\$6,950,000	\$397,500	5.72%
2	Wawa - Ground Lease	Palatka	FL	June 17, 2025	2024	\$4,795,000	\$235,000	4.90%
3	Chase - Ground Lease	Riverview	FL	May 19, 2025	2025	\$3,325,000	\$155,000	4.66%
4	Dutch Brothers - Ground Lease	Tampa	FL	May 7, 2025	2025	\$2,324,160	\$114,998	4.95%
5	Fifth Third - Ground Lease	Ocala	FL	April 21, 2025	2024	\$3,227,777	\$147,500	4.57%
6	Mission BBQ - Ground Lease	Clermont	FL	April 11, 2025	2024	\$2,700,000	\$150,000	5.56%
7	Wawa - Ground Lease	Pensacola	FL	March 31, 2025	2024	\$3,300,000	\$156,816	4.75%
8	Wawa - Ground Lease	Ocala	FL	March 27, 2025	2024	\$4,240,000	\$195,000	4.60%
9	7 Brew - Ground Lease	Daytona Beach	FL	March 26, 2025	2024	\$1,767,000	\$110,000	6.23%
10	7 Brew - Ground Lease	Tampa	FL	March 21, 2025	2025	\$1,715,000	\$105,000	6.12%
11	Fifth Third - Ground Lease	Port St. Lucie	FL	March 5, 2025	2024	\$3,050,000	\$135,000	4.43%
12	McDonalds - Ground Lease	Santa Rosa Beach	FL	January 24, 2025	2024	\$3,375,000	\$135,000	4.00%
13	Wawa - Ground Lease	Davie	FL	January 22, 2025	2020	\$4,845,360	\$235,000	4.85%
14	Chick Fil A - Ground Lease	Brandon	FL	January 16, 2025	2025	\$4,375,000	\$175,125	4.00%
15	Arby's - Ground Lease	Buford	GA	January 14, 2025	2024	\$2,680,000	\$151,420	5.65%
16	Circle K - Ground Lease	Apopka	FL	January 1, 2025	2024	\$3,800,000	\$190,000	5.00%
17	Scooter's Coffee - Ground Lease	Avon Park	FL	December 31, 2024	2024	\$1,333,400	\$80,004	6.00%
18	Autozone - Ground Lease	Athens	GA	December 30, 2024	2024	\$1,638,000	\$75,000	4.58%
19	Wawa - Ground Lease	Merritt Island	FL	December 19, 2024	2024	\$5,960,000	\$280,000	4.70%
20	Circle K - Ground Lease	Jacksonville	FL	November 27, 2024	2024	\$3,643,000	\$185,800	5.10%
21	Lowe's - Ground Lease	Odessa	FL	November 15, 2024	2024	\$14,321,500	\$750,000	5.24%
22	McDonald's - Ground Lease	Zephyrhills	FL	November 13, 2024	2024	\$2,298,800	\$88,500	3.85%
23	Texas Roadhouse - Ground Lease	Lake Park	FL	November 7, 2024	2024	\$3,600,000	\$178,200	4.95%
24	Raising Cane's - Ground Lease	Snellville	GA	October 24, 2024	2024	\$3,975,000	\$195,173	4.91%
25	Take 5 Oil Change - Ground Lease	St. Petersburg	FL	October 22, 2024	2022	\$1,635,000	\$85,000	5.20%
LOW				October 22, 2024				3.85%
HIGH				August 21, 2025				6.23%
AVERAGE				February 10, 2025				4.98%
MEDIAN				January 22, 2025				4.91%

It is noted that retail is the most common property type involving ground leases. The above chart represents capitalization rates on sales (rent/sale price). Rent yields are normally higher, to garner some value from entering the lease. Accordingly, rent yields are normally higher than the above capitalization rates, leaving the developer or owner to profit from the spread. We would expect a premium of approximately 75 to 125 basis points for the subject.

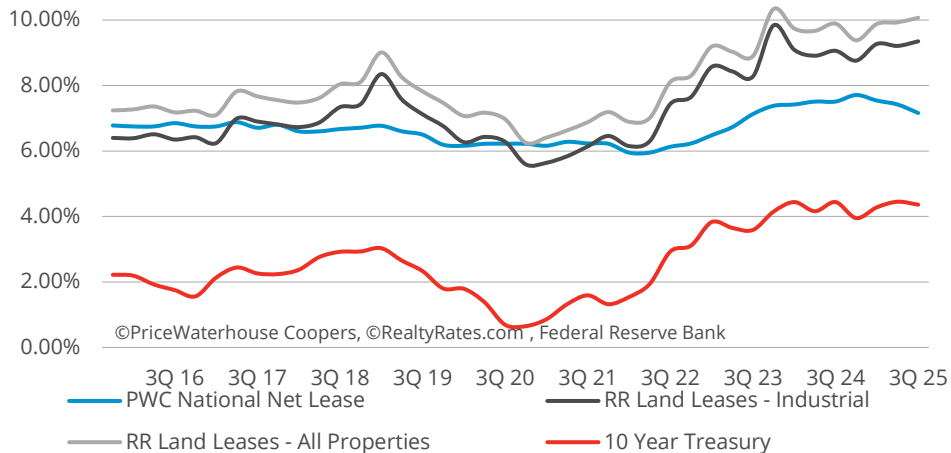
Investor Surveys

The potential investor pool for the subject asset includes national, regional and local investors. While all of these groups place emphasis on local cap rates, regional and national investors would also strongly consider national cap rate trends from investor surveys due to the potential to invest in other regions that are offering competitive rates of return.

RealtyRates is one published source that not only provides data on capitalization rates for land leases, but it segregates them by property type. Although the data shown for PwC is on improved properties, it is generally for investment-grade net leased assets.

The following graph provides a historical illustration of capitalization rate statistics as surveyed by investors that we considered to be relevant to the subject property; the 10-year treasury rate is also shown as it is a component similar to a safe rate that would likely represent a floor at the current time.

Capitalization Rate (OAR)



The following table provides the most recent survey results from investors. It numerically represents the most current data shown in the chart above.

Capitalization Rate Surveys (OAR)				
Source	Quarter	Range		Avg
PriceWaterhouse Coopers				
National Net Lease	3Q 25	6.00%	to 9.00%	7.16%
RealtyRates.com				
Land Leases - Industrial	2Q 25	4.89%	to 12.24%	9.35%
Land Leases - All Properties	2Q 25	4.34%	to 18.42%	10.07%
10 Year Treasury	3Q 25	-	-	4.36%
Average		5.08%	to 13.22%	8.86%

The PriceWaterhouse Coopers information shows an overall range of 6.00% to 9.00%, with an average capitalization rate of 7.16%. This is for net leased improved properties although they are typically investment grade. These rates are generally on the high end or above the cap rate data shown earlier for ground leases, which considers that ground leases typically have lower rates since they are for land only vs. an improved property that depreciates over time.

It is not uncommon for the average RealtyRates indicators to be 200-300 basis points higher than what is shown by PriceWaterhouse Coopers and/or Real Capital Analytics for the same property type of improved asset. As of the 2nd Quarter 2025, the RealtyRates industrial ground lease capitalization rates average 9.35%, while all property ground leases are slightly higher at 10.07%. It is noted that the cap rate data provided by the RealtyRates survey is typically well above most other published sources we see. The RealtyRates data is for initial rates of return on appraised values for vacant land proposed for development. The weakness in this data is that it does not address increases in lease payments over time or the reversion of the land itself. As such, we would expect the subject to achieve a rate well below the average RealtyRates indicators.

Capitalization Rate Conclusion

Based on the preceding information, it is our opinion that a range of 4.75% to 5.25% would be reasonable for the subject's capitalization rate which is on the lower end of the ranges shown previously but considers the property's unique and desirable waterfront location. Therefore, we have concluded to a ground cap rate of 5.00%, plus a 100 basis point premium to arrive at an overall yield rate of 6.00% for the subject.

To derive a rental rate for the subject we multiply our market value by the concluded rent yield, this provides the absolute net rental rate. The annual ground rent is shown as follows:

Ground Lease Rate Analysis (Low End of Range)

Concluded Market Value of Land (Fee Simple)		\$765,000
Appropriate Yield Rate	x	6.00%
Annual Market Ground Lease Rate		\$45,900
Subject Parcel Size (Usable SF)	19,160	
\$/SF Annually (Ground Lease)		\$2.40

Ground Lease Rate Analysis (High End of Range)

Concluded Market Value of Land (Fee Simple)		\$960,000
Appropriate Yield Rate	x	6.00%
Annual Market Ground Lease Rate		\$57,600
Subject Parcel Size (Usable SF)	19,160	
\$/SF Annually (Ground Lease)		\$3.01

Land Value Conclusions

The Sales Comparison Approach was utilized for valuation of the subject site, as it best reflects the decision-making of buyers and sellers of similar land in the local marketplace. The primary purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. which assumes that the property would be sold. At the client's request, we have also estimated an appropriate ground lease rate assuming it were leased under an absolute net scenario under which the tenant would be responsible for all operating expenses. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

Value Type	Interest Appraised	Date of Value	Value
As-Is Market Value (Sale Scenario)	Fee Simple	September 18, 2025	\$765,000 - \$960,000
Other Conclusions		As of September 18, 2025	
Annual Ground Lease Rate Scenario			\$45,900 - \$57,600

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions of the signers are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The signers of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- John Mullen, MAI has performed no services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Patrick R. Phipps, MAI has performed no services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The signers are not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute.
- John Mullen, MAI personally inspected the property that is the subject of this report. Patrick R. Phipps, MAI did not personally inspect the property that is the subject of this report.
- No one provided significant real property appraisal assistance to appraisers signing this certification.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report John Mullen, MAI and Patrick R. Phipps, MAI completed the continuing education program for Designated Members of the Appraisal Institute.



John Mullen, MAI
Valuation Services Director
State-Certified General Real Estate Appraiser
License #RZ3496
+1 904 861 1154
sean.mullen@colliers.com

September 30, 2025

Date



Patrick R. Phipps, MAI
Managing Director | Jacksonville
State-Certified General Real Estate Appraiser
License #RZ2954
+1 904 861 1114
patrick.phipps@colliers.com

September 30, 2025

Date

This appraisal is subject to the following assumptions and limiting conditions:

- The appraisers may or may not have been provided with a survey of the subject property. If further verification is required, a survey by a registered surveyor is advised.
- We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- The exhibits in this report are included to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility in connection with such matters.
- Unless otherwise noted herein, it is assumed that there are no encroachments, zoning, or restrictive violations existing in the subject property.
- The appraisers assume no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein.
- Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- The appraisers may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made therefore.
- The statements of value and all conclusions shall apply as of the dates shown herein.
- There is no present or contemplated future interest in the property by the appraisers which is not specifically disclosed in this report.
- Without the written consent or approval of the authors neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraisers and the firm with which the appraisers are connected.
- This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.
- The valuation stated herein assumes professional management and operation of the buildings throughout the lifetime of the improvements, with an adequate maintenance and repair program.
- The liability of Colliers Valuation & Advisory Services, its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers are in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- The appraisers are not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. Colliers Valuation & Advisory Services and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.

- The appraisers assume no responsibility for determining if the subject property complies with the *Americans with Disabilities Act (ADA)*. Colliers Valuation & Advisory Services, its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance. This appraisal assumes that the subject meets an acceptable level of compliance with *ADA* standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be reduced from the reported value conclusion.
- An on-site inspection of the subject property was conducted. No evidence of asbestos materials on-site was noted. A Phase 1 Environmental Assessment was not provided for this analysis. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- A detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.
- This analysis assumes that the financial information provided for this appraisal, including rent rolls and historical income and expense statements; accurately reflect the current and historical operations of the subject property.

Professional Service Agreement

Subject Data

Valuation Glossary

Qualifications of Appraisers

Qualifications of Colliers International Valuation & Advisory Services

Colliers Valuation & Advisory Services

Professional Service Proposal



76 South Laura Street, Suite 1500
Jacksonville, FL 32202
Direct: +1 904 861 1154
www.colliers.com/valuationadvisory

September 11, 2025

John "Sean" Mullen, MAI
Valuation Services Director
Direct +1 904.861.1154
Mobile +1 912.674.6995
Sean.mullen@colliers.com

George Murray
Project Manager-Capital Projects Department
Nassau County Board of County Commissioners
96161 Nassau Place
Yulee, Florida 32097
(904) 530-6373
gmurray@nassaucountyfl.com

RE: Appraisal of OHPA Parcel

Project	Ocean Highway & Port Authority of Nassau County Parcel ("Property")
Location	West side of N Front Street in Fernandina Beach, Nassau County, FL 32034
Project Description	Approximately 0.82 acres of waterfront land. The property is the entire parcel identified by Nassau County as PIN# 00-00-31-1760-0007-0020.
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and Nassau County, FL, Board of County Commissioners (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for Nassau County, FL, Board of County Commissioners . Intended users include the Client. No other users are intended. It should be noted that if this engagement is directly with the owner of the Property, the Appraisal will not be accepted by federally insured lenders due to FIRREA Compliance, limiting the use of this report. Should this potentially impact your source of lenders, we recommend engagement be directed by a Federally Insured Lender.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in Internal Decision Making - potential acquisition of the property. The report is not intended for any other use.
Purpose	Market Value
Type of Appraisal	CIVAS will produce an Appraisal Report in which the appraiser's analysis and conclusions will be fully described within this document.
Rights Appraised	Fee Simple
Date of Value	Date of inspection

Professional Service Proposal

Continued

Scope of Work	<p>CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP, and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results.</p> <p>Based on our discussions with the Client, the Client has requested the following valuation scenarios:</p> <ul style="list-style-type: none"> › As Is <p>CIVAS anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none"> › Land Value (to primarily consider the value if sold/purchased but also a lease rate) <p>An observation of the subject property will be performed.</p> <p>Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.</p> <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p>
Delivery	<p>Draft Appraisal: Delivered within 10 calendar days from engagement.</p> <p>Final Appraisal: Delivered three (3) days after completion of client review and authorization to deliver final report(s).</p>
Professional Fee	\$7,350 (based on a rate of \$175/hour for Appraisal Services and approximately 42 hours estimated for the assignment)
Expenses	Fees include all associated expenses.
No. of Reports	<p>One (1) Electronic Draft Appraisal and One (1) Electronic Final Appraisal.</p> <p>No printed copies will be delivered to the client.</p>
Retainer	No retainer is required
Payment Terms	CIVAS will invoice Client for the Appraisal in its entirety at the delivery of the draft appraisal.

Reliance Language – Non-Lender Client

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated Intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions.. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

The Appraisal requires CIVAS to submit a Summation of the Appraisal Findings in the form of a Letter of Transmittal along with the Summary of Salient Facts and Special/Limiting Conditions applicable to the Appraisal. This will be completed in conjunction with the Appraisal at the above stated fee.



Parcel 00-00-31-1760-0007-0020

Owners

OCEAN HIGHWAY & PORT AUTHORITY OF NASSAU COUNTY
516 S 10TH ST, STE 103
FERNANDINA BEACH, FL 32034

Parcel Summary

Situs Address	N FRONT ST
Use Code	8900: MUNICIPAL
Tax District	2: Fernandina
Acreage	.8200
Section	21
Township	3N
Range	28E
Subdivision	FDNA BCH WTR LTS UNR
Exemptions	03: COUNTY (196.199) (100%)

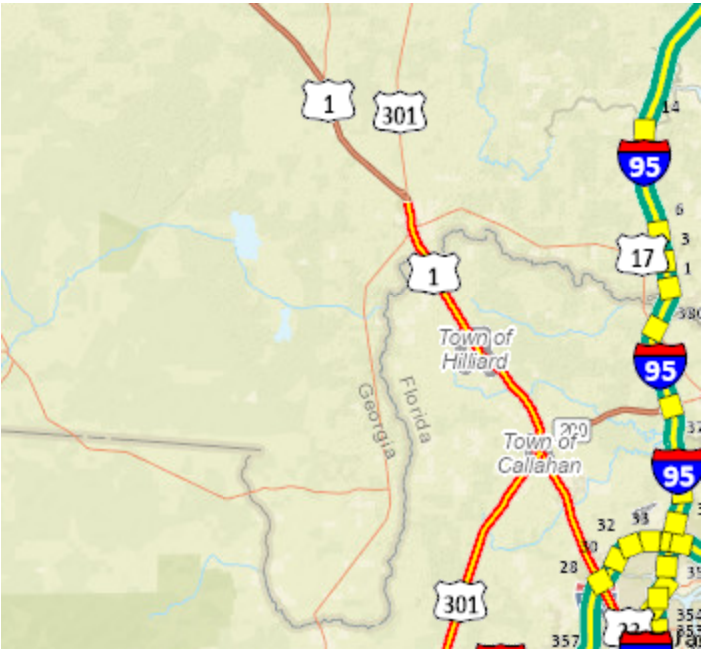
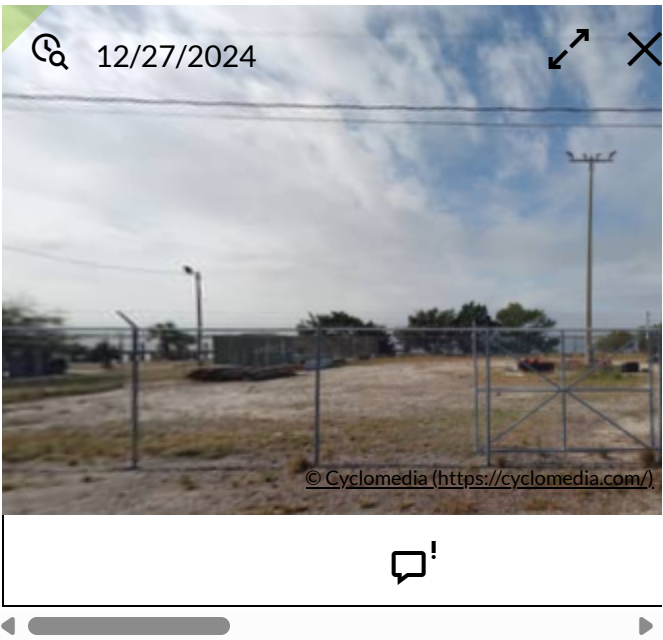
Short Legal

PT WATER LOT 7 IN OR 586/611
(EX PT IN OR 977/895)
FNDA BCH WATER LOTS SUB UNR

Values

	2025 Preliminary Values	2024 Certified Values
Land Value *	\$1,053,810	\$958,010
(+) Improved Value	\$11,101	\$11,497
(=) Market Value	\$1,064,911	\$969,507
(-) Agricultural Classification	\$0	\$0
County Assessed Value	\$527,027	\$479,115
(=) School Taxable Value ***	\$0	\$0
(=) County Taxable Value	\$0	\$0





Document/Transfer/Sales History

Instrument / Official Record	Date	Q/U	V/I	Sale Price	Ownership
WD 0586/0611	1989-12-19	U	Improved	\$948,800	Grantor: VAN OMMEREN PORT Grantee: OCEAN HWY & PORT
WD 0582/0261	1989-10-23	U	Improved	\$430,700	Grantor: FDNA MARINE CONST Grantee: VAN OMMEREN PORT
MS 0502/0996	1986-11-01	U	Improved	\$318,400	

Buildings

None

Extra Features

Code	Description	Length	Width	Units	Unit Price	AYB	% Good Condition	Final Value
0431	CL FNC 8B			514.00	\$12.50	2010	83%	\$5,333
0972	ST LGHT UN			1.00	\$2,530.00	2010	83%	\$2,100
0975	ST LT/ARM			3.00	\$500.00	2010	83%	\$1,245
0463	FENCE GATE			2.00	\$300.00	2010	83%	\$498
0092	AUTO GATE			1.00	\$3,500.00	2010	55%	\$1,925

Land Lines

Code	Description	Zone	Front	Depth	Units	Rate/Unit	Acreage	Total Adj	Value
004030	INDUST WATERFRONT	IW	.00	.00	19,160.00	\$55.00/SF	0.44	1.00	\$1,053,800
009500	SUBMERGED	IW	.00	.00	0.38	\$25.00/AC	0.38	1.00	\$10

Personal Property

None

TRIM Notices

Not found for this property.

Property Record Cards

[2025](#)[2024](#)[2023](#)

Disclaimer

The Nassau County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser exercises strict auditing procedures to ensure validity of any transaction received and posted by this office but cannot be responsible for errors or omissions in the information received from external sources. Due to the elapsed time between transactions in the marketplace, and the time that those transactions are received from the public and/or other jurisdictions, some transactions will not be reflected.

DEC 19 1989

This Instrument Prepared By:
 Warren R. Trazenfeld, Esq.
 Kirkpatrick & Lockhart
 100 Chopin Plaza, Suite 2000
 Miami, Florida 33131

BX 0586 PG 0611
 OFFICIAL RECORDS

Rec 15.20
 D.S. 5218.40

WARRANTY DEED

THIS WARRANTY DEED, made the 14 day of Dec., 1989, by FERNANDINA MARINE CONSTRUCTION MANAGEMENT INC., a Delaware corporation, formerly known as VAN OMMEREN PORT TERMINALS CONSTRUCTION INC., a Delaware corporation whose post office address is 501 North 3rd Street, Fernandina Beach, Florida 32034 ("the Grantor"), to OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA, a public body corporate and politic of the State of Florida having an address at 11 North 14th Street, Room 119, Fernandina Beach, Florida 32034 (the "Grantee"):

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Nassau County, Florida, viz:

See Exhibit "A" Attached Hereto
 And Made A Part Hereof

Subject to:

1. Easements, restrictions, and other matters of record, without reimposing same.
2. Real Estate Taxes for the current year and subsequent years.
3. Mortgage from Fernandina Marine Management, Inc., a Florida corporation, to Fortune Federal Savings and Loan Association, dated September 12, 1986, recorded September 18, 1986, in Official Records Book 498, at Page 403, in the Public Records of Nassau County, Florida, securing the original principal sum of \$7,000,000.00 which was assigned to Van Ommen Catco, Inc., a Delaware corporation via an Assignment recorded November 29, 1989 in Official Records Book 584, at Page 843, of the Public Records of Nassau County, Florida and modified via that certain Note and Mortgage Modification Agreement recorded December 8, 1989 in Official Records Book 585, at Page 604, of the Public Records of Nassau County, Florida.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

BK058660612

OFFICIAL RECORD

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

FERNANDINA MARINE CONSTRUCTION MANAGEMENT
INC., a Delaware corporation, formerly
known as VAN OMMEREN PORT TERMINALS
CONSTRUCTION INC., a Delaware corporation

Ernest G. Fushard
Cathy B. Benath

By: Michael G. Chieo
Name: Michael G. Chieo (SEAL)
Title: President

STATE OF TEXAS)
COUNTY OF Harris) SS:

The foregoing instrument was acknowledged before me this 14th day of December, 1989, by Michael G. Chieo, PRESIDENT of FERNANDINA MARINE CONSTRUCTION MANAGEMENT INC., a Delaware corporation on behalf of said corporation.

My Commission Expires:

3/22/92

Sharon Foster
NOTARY PUBLIC
State of Texas at Large

(NOTARIAL SEAL)

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
NO. 12600
DEC 14 1989
268.40
D.J.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
NO. 12600
DEC 14 1989
990.00
D.J.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
NO. 12600
DEC 14 1989
990.00
D.J.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
NO. 12600
DEC 14 1989
990.00
D.J.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
NO. 12600
DEC 14 1989
990.00
D.J.

EXHIBIT "A"

DK0586PG0613

OFFICIAL RECORDS

REAL PROPERTY DESCRIPTION

The Southerly One Hundred Eighty (180) feet of Water Lot Seven (7), a portion of Water Lot Eight (8) and all of Water Lots Nine (9), Ten (10), Eleven (11) and Twelve (12), as shown on the Official plat of Fernandina Beach, Nassau County, Florida (lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901).

A more complete description for portion of Water Lot Eight (8), aforementioned: BEGIN at the Northeast corner of said Lot Eight (8); run North Eighty-two (82) degrees, Thirty-one (31) minutes, Eighteen (18) seconds West, along the North line of said Lot, a distance of Fifty (50) feet; run thence South Ten (10) degrees, Fifty-seven (57) minutes, Twenty-four (24) seconds East, a distance of One Hundred Fifty-eight and Eleven Hundredths (158.11) feet, to the West right of way line of North Front Street (a 60 foot right of way); run thence North Seven (07) degrees, Twenty-eight (28) minutes, Forty-two (42) seconds East, along said right of way, a distance of One Hundred Fifty (150) feet to the POINT OF BEGINNING, as shown on prints of surveys dated June 7, 1983, revised January 9, 1985, prepared by Vernon N. Drake & Associates.

TOGETHER WITH the Westerly One-half (W 1/2) of that portion of NORTH FRONT STREET, vacated and discontinued under Ordinance No. 675, recorded in Official records Book 497, page 15, public records of Nassau County, Florida, as lies adjacent to hereinabove described Water Lots.

8917126

89 DEC 19 PM 2:01 D. J.

EXHIBIT "A"

DK0586PG0613

OFFICIAL RECORDS

REAL PROPERTY DESCRIPTION

The Southerly One Hundred Eighty (180) feet of Water Lot Seven (7), a portion of Water Lot Eight (8) and all of Water Lots Nine (9), Ten (10), Eleven (11) and Twelve (12), as shown on the Official plat of Fernandina Beach, Nassau County, Florida (lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901).

A more complete description for portion of Water Lot Eight (8), aforementioned: BEGIN at the Northeast corner of said Lot Eight (8); run North Eighty-two (82) degrees, Thirty-one (31) minutes, Eighteen (18) seconds West, along the North line of said Lot, a distance of Fifty (50) feet; run thence South Ten (10) degrees, Fifty-seven (57) minutes, Twenty-four (24) seconds East, a distance of One Hundred Fifty-eight and Eleven Hundredths (158.11) feet, to the West right of way line of North Front Street (a 60 foot right of way); run thence North Seven (07) degrees, Twenty-eight (28) minutes, Forty-two (42) seconds East, along said right of way, a distance of One Hundred Fifty (150) feet to the POINT OF BEGINNING, as shown on prints of surveys dated June 7, 1983, revised January 9, 1985, prepared by Vernon N. Drake & Associates.

TOGETHER WITH the Westerly One-half (W 1/2) of that portion of NORTH FRONT STREET, vacated and discontinued under Ordinance No. 675, recorded in Official records Book 497, page 13, public records of Nassau County, Florida, as lies adjacent to hereinabove described Water Lots.

8917126

89 DEC 19 PM 2:01 D. J.

Valuation Glossary 2024

Unless specified otherwise, these definitions were extracted or paraphrased from the following sources or publications:

- The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022 (Dictionary).
- Uniform Standards of Professional Appraisal Practice, 2020-2023 Edition (USPAP).
- The Appraisal of Real Estate, Fifteenth Edition, Appraisal Institute, Chicago, Illinois, 2020 (15th Edition).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. *(Dictionary)*

Ad Valorem Tax

A real estate tax based on the assessed value of the property, which is not necessarily equivalent to its market value. *(15th Edition)*

Arm's-length Transaction

A transaction between unrelated parties who are each acting in his or her own best interest. *(Dictionary)*

As-Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. *(Dictionary)*

Assessed Value

The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value. *(Dictionary)*

Average Daily Room Rate (ADR)

In the lodging industry, the net rooms revenue derived from the sale of guest rooms divided by the number of paid occupied rooms. *(Dictionary)*

Band of Investment

A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment. *(Dictionary)*

Cash-Equivalent Price

The sale price of a property that is equivalent to what a cash buyer would pay. *(Dictionary)*

Common Area

The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities. *(Dictionary)*

Contract Rent

The actual rental income specified in a lease. *(15th Edition)*

Cost Approach

A set of procedures through which a value indication is derived for the fee simple estate by estimating the cost new as of the effective date of the appraisal to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. The contributory value of any site improvements that have not already been considered in the total cost can be added on a depreciated-cost basis. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property rights being appraised. *(Dictionary)*

Curable Functional Obsolescence

An element of depreciation; a curable defect caused by a flaw involving the structure, materials, or design, which can be practically and economically corrected. *(Dictionary)*

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service, which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. *(Dictionary)*

Deferred Maintenance

Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of a property. *(Dictionary)*

Depreciation

In appraisal, a loss in the value of improvements from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the value of the improvement on the same date. *(Dictionary)*

Direct Costs

Expenditures for the labor and materials used in the construction of improvements; also called *hard costs*. *(Dictionary)*

Discounted Cash Flow (DCF) Analysis

The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate. *(Dictionary)*

Discount Rate

A rate of return on capital used to convert future payments or receipts into present value. (*Dictionary*)

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. (*Dictionary*)

Easement

The right to use another's land for a stated purpose. Access or right-of-way easements may be acquired by private parties or public utilities. Governments may be the beneficiaries of easements placed on privately owned land that is dedicated to conservation, open space, or preservation. (*15th Edition*)

Economic Life

The period over which improvements to real estate contribute to property value. (*Dictionary*)

Effective Age

The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. (*Dictionary*)

Effective Date

The date on which the appraisal or review opinion applies (SVP) (*Dictionary*)

Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (*Dictionary*)

Effective Gross Income Multiplier (EGIM)

The ratio between the sale price (or value) of a property and its effective gross income. (*Dictionary*)

Effective Rent

The total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions - e.g. free rent, excessive tenant improvements, moving allowances, lease buyouts, cash allowances, and other lease incentives. (*15th Edition*)

Eminent Domain

The right of government to take private property for public use upon the payment of just compensation. The Fifth Amendment of the U.S. Constitution, also known as the *takings clause*, guarantees payment of just compensation upon appropriation of private property. (*Dictionary*)

Entrepreneurial Incentive

The amount an entrepreneur expects or wants to receive as compensation for providing coordination and expertise and assuming the risks associated with the development of a project. Entrepreneurial incentive is the expectation of future reward as opposed to the profit actually earned on the project. (*Dictionary*)

Entrepreneurial Profit

A market-derived figure that represents the amount an entrepreneur received for his or her contribution to a past project to compensate for his or her time, effort, knowledge, and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses. (*Dictionary*)

Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (*Dictionary*)

Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the lessor and may reflect superior management, a lease execution in an earlier, stronger rental market, or an agreement of the parties. Due to the higher risk inherent in the receipt of excess rent, it may be calculated separately and capitalized or discounted at a higher rate in the income capitalization approach. (*15th Edition*)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. (*Dictionary*)

Exposure Time

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (USPAP)

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions. (USPAP)

External Obsolescence

A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent. There are two forms of external obsolescence: economic and locational. (Dictionary)

Fair Market Value

In nontechnical usage, a term that is equivalent to the contemporary usage of *market value*.

As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency or interpreted differently by court precedent. (Dictionary)

Feasibility Analysis

A study of the cost-benefit relationship of an economic endeavor. (USPAP)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. (Dictionary)

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that

the permissible floor area of a building is twice the total land area. (Dictionary)

Functional Obsolescence

The impairment of functional capacity of improvements according to market tastes and standards. (Dictionary)

Functional Utility

The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (Dictionary)

Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (Dictionary)

Going-concern

An established and operating business having an indefinite future life. (Dictionary)

Going-concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business*. (Dictionary)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. (Dictionary)

Gross Leasable Area (GLA)

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (Dictionary)

Gross Living Area (GLA)

Total area of finished, above-grade residential space area; calculated by measuring the outside perimeter of the structure and includes only finished, habitable, above-grade living space. (Finished basements and attic areas are not generally included in total gross living area. Local practices, however, may differ.) (Dictionary)

Highest & Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market

participant would have in mind for the asset when formulating the price that it would be willing to bid (IVS). *(Dictionary)*

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. *(USPAP)*

Income Capitalization Approach

In the income capitalization approach, an appraiser analyzes a property's capacity to generate future benefits and capitalizes the income into an indication of present value. The principle of anticipation is fundamental to this approach. Techniques and procedures from this approach are used to analyze comparable sales data and to measure obsolescence in the cost approach. *(15th Edition)*

Incurable Functional Obsolescence

An element of depreciation; a defect caused by a deficiency or superadequacy involving the structure, materials, or design that cannot be practically or economically corrected as of the effective date of the appraisal. *(Dictionary)*

Indirect Costs

Expenditures or allowances for items other than labor and materials that are necessary for construction, but are not typically part of the construction contract. Indirect costs may include administrative costs, professional fees, financing costs and the interest paid on construction loans, taxes and the builder's or developer's all-risk insurance during construction, and marketing, sales, and lease-up costs incurred to achieve occupancy or sale. Also called *soft costs*. *(Dictionary)*

Interim Use

The use contemplated by the market participants that the subject real estate can be put to while waiting for certain subsequent factors to occur. *(Dictionary)*

Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. *(Dictionary)*

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversion right when the lease expires. *(Dictionary)*

Leasehold Estate

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. *(Dictionary)*

Legal Nonconforming Use

A use that was lawfully established and maintained, but no longer conforms to the use regulations of its current zoning; sometimes known as a legally nonconforming use. *(Dictionary)*

Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. *(Dictionary)*

Market Area

The geographic region from which a majority of demand comes and in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas, or the competitive market area may be distinguished from the general market area. *(Dictionary)*

Market Rent

The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. *(Dictionary)*

Market Study

An analysis of the market conditions of supply, demand, and pricing for a specific property type in a specific area. *(Dictionary)*

Market Value (Most Common Non-FRT)

The most probable price, as of a specific date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue distress. *(Dictionary)*

Market Value (Interagency Guidelines)

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12 CFR, Part 34, Subpart C - Appraisals, 34.42(h)).

Marketability Analysis

The study of how a specific property is expected to perform in a specific market. A marketability analysis expands on a market analysis by addressing a specific property. *(Dictionary)*

Neighborhood Analysis

The objective analysis of observable or quantifiable data indicating discernible patterns of urban growth, structure, and change that may detract from or enhance property values; focuses on four sets of considerations that influence value: social, economic, governmental, and environmental factors. *(Dictionary)*

Net Net Net Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called *NNN lease, triple net lease, or fully net lease*. *(Dictionary)*

Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest, taxes, depreciation, and amortization). *(15th Edition)*

Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. *(Dictionary)*

Off-site Costs

Costs incurred in the development of a project excluding on-site costs such as grading and construction of the building and other improvements; also called *common costs* or *off-site improvement costs*. *(Dictionary)*

On-site Costs

Costs incurred for the actual construction of buildings and improvements on a particular site. *(Dictionary)*

Overage Rent

The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakeven sales volume. *(15th Edition)*

Overall Capitalization Rate (OAR)

The relationship between a single year's net operating income expectancy and the total property price or value. *(Dictionary)*

Parking Ratio

The ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios for various land uses are often stated in zoning ordinances. *(Dictionary)*

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. *(Dictionary)*

Potential Gross Income Multiplier (PGIM)

The ratio between the sale price (or value) of a property and its annual potential gross income. *(Dictionary)*

Present Value (PV)

The value of a future payment or series of future payments discounted to the current date or to time period zero. *(Dictionary)*

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy. *(Dictionary)*

Qualitative Adjustment

An indication that one property is superior, inferior, or similar to another property. Note that the common usage of the term is a misnomer in that an adjustment to the sale price of a comparable property is not made. Rather, the indication of a property's superiority or inferiority to another is used in relative comparison analysis, bracketing, and other forms of qualitative analysis. *(Dictionary)*

Quantitative Adjustment

In the application of the sales comparison and income capitalization approaches, a numerical (dollar or percentage) adjustment to the sale price, rent, or expense amount of a comparable property to account for the effect on value of a difference between each comparable property and the subject property. (*Dictionary*)

Rentable Area

The amount of space on which the rent is based; calculated according to local practice. (*Dictionary*)

Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (*Dictionary*)

Replacement Cost for Insurance Purposes

The estimated cost, at current prices as of the effective date of valuation, of a substitute for the building being valued, using modern materials and current standards, design and layout for insurance coverage purposes guaranteeing that damaged property is replaced with a new property (i.e., depreciation is not deducted). (*Dictionary*)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same or similar materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building. (*Dictionary*)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (*Dictionary*)

Sales Comparison Approach

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered vacant when an adequate supply of comparable sales is available. (*Dictionary*)

Scope of Work

The type and extent of research and analysis in an appraisal or appraisal review assignment. Scope of work includes, but is not limited to:

- The extent to which the property is identified;
- The extent to which tangible property is inspected;
- The type and extent of data researched; and
- The type and extent of analysis applied to arrive at opinions or conclusions. (*USPAP*)

Shopping Center Types

Neighborhood Shopping Center: The smallest type of shopping center, generally with a gross leasable area of between 30,000 and 100,000 square feet. Typical anchors include supermarkets. Neighborhood shopping centers offer convenience goods and personal services and usually depend on a market population support of 3,000 to 40,000 people.

Community Shopping Center: A shopping center of 100,000 to 400,000 square feet that usually contains one junior department store, a variety store, discount or department store. A community shopping center generally has between 20 and 70 retail tenants and a market population support of 40,000 to 150,000 people.

Regional Shopping Center: A shopping center of 300,000 to 900,000 square feet that is built around one or two full-line department stores of approximately 200,000 square feet each plus small tenant spaces. This type of center is typically supported by a minimum population of 150,000 people.

Super-Regional Center: A large center of 600,000 to 2.0 million square feet anchored by three or more full-line department stores. This type of center is typically supported by a population area of 300,000 people. (*15th Edition*)

Sum of the Retail Values

The sum of the separate and distinct market value opinions for each of the units in a condominium; subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as sold together in a single transaction; it is simply the total of the individual market value conclusions. An appraisal has an effective date, but summing the sales prices of multiple units over an extended period of time will not be the value on that one day unless the prices are discounted to make the value equivalent to what another developer or investor would pay for the bulk purchase of the units. Also called the *aggregate of the retail values* or *aggregate retail selling price*. (*Dictionary*)

Superadequacy

An excess in the capacity or quality of a structure or structural component; determined by market standards. (*Dictionary*)

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. *(Dictionary)*

Tenant Improvements (TIs)

1. Fixed improvements to the land or structures installed for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. *(Dictionary)*

Usable Area

The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas. *(Dictionary)*

Useful Life

The period of time over which a structure or a component of a property may reasonably be expected to perform the function for which it was designed. *(Dictionary)*

Vacancy and Collection Loss

A deduction from potential gross income (PGI) made to reflect income deductions due to vacancies, tenant turnover, and nonpayment of rent; also called *vacancy and credit loss* or *vacancy and contingency loss*. *(Dictionary)*

Yield Capitalization

A method used to convert future benefits into present value by (1) discounting each future benefit at an appropriate yield rate, or (2) developing an overall rate that explicitly reflects the investment's income pattern, holding period, value change, and yield rate. *(Dictionary)*



John "Sean" Mullen, MAI

Valuation Services Director
Valuation & Advisory Services

sean.mullen@colliers.com
Direct: +1 904 861 1154
Mobile: +1 912 674 6995
Fax: +1 904 353 4949
colliers.com

76 S Laura Street
Suite 1500
Jacksonville, FL 32202
United States

Education or Qualifications

University of Georgia-Terry
College of Business

Bachelor of Business
Administration-International
Business

State Certifications

Alabama
Florida
Georgia
South Carolina

Area of Expertise

Sean Mullen is a Valuation Services Director in the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. He specializes in the appraisal of vacant land, residential subdivisions and multifamily developments. Since beginning his real estate appraisal career in 2003, Sean has appraised properties including vacant land, subdivisions, condominiums, multifamily (conventional, student housing and manufactured home parks), industrial warehouses and manufacturing facilities, office buildings (professional and medical), both freestanding retail and multitenant retail properties, eminent domain, as well as special purpose properties. In addition to his appraisal work, Sean has been qualified as an expert witness in multiple counties of both Florida and Georgia, as well as in U.S. Bankruptcy Court.

Affiliations or Memberships

Appraisal Institute Designated Member

Professional Background

February 2019 - present – Colliers International Valuation & Advisory Services, Valuation Services Director (Jacksonville, FL)

May 2017 - February 2019 – Jones Lang LaSalle (JLL) Valuation & Advisory Services, Senior Vice President (Jacksonville, FL)

January 2012 - May 2017 – Integra Realty Resources – Jacksonville, Director (Jacksonville, FL)

March 2006 - January 2012 – Crenshaw Williams Appraisal Company, Senior Appraiser (Jacksonville, FL)

August 2003 - March 2006 – McColgan & Company, Associate Appraiser (Atlanta, GA)

Representative Clients and Projects

BB&T
TD Bank
Wells Fargo
BBVA Compass
Fifth Third Bank
Fidelity Bank
Flagstar Bank
Dream Finders Homes
KB Homes
Mattamy Homes
Nassau County (Florida)
Quest Diagnostics
The St. Joe Company
New Providence Capital



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MULLEN, JOHN ALEXANDER

76 S LAURA STREET SUITE 1500
JACKSONVILLE FL 32202

LICENSE NUMBER: RZ3496

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 11/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Managing Director | Jacksonville
Valuation & Advisory Services

patrick.phipps@colliers.com
Direct: +1 904 861 1114
Mobile: +1 904 254 0618
Fax: +1 904 353 4949
colliers.com

76 S Laura Street
Suite 1500
Jacksonville, FL 32202
United States

Education or Qualifications

Florida State University
Bachelor of Science: Finance &
Real Estate

State Certifications

Florida
Georgia
Texas

Patrick Phipps, MAI

Area of Expertise

Patrick Phipps is the Managing Director for the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. He has been actively engaged in real estate valuation and advisory since 2002 with appraisal reports prepared for a wide variety of public and private clients. His experience includes analysis and appraisal of all types of real estate, including residential, retail, office, agricultural, industrial, and special purpose properties, among others.

Mr. Phipps has extensive specialized expertise in hospitality properties with over 200 properties appraised throughout the Southeast and New York.

He also focuses on appraisals for litigation, including specializing in eminent domain. He is an Appraiser of Record for the Florida Department of Transportation and has been qualified as an expert witness throughout Florida, preparing appraisals for condemnors and private property owners.

Affiliations or Memberships

Appraisal Institute Designated Member
International Right-of-Way Association
(IRWA) Member

Professional Background

2002-2012 – Crenshaw Williams Appraisal Company, Senior Appraiser
2012-2017 Integra Realty Resources – Jacksonville, Managing Director/Principal
2017-2019 JLL Valuation & Advisory Services, Executive Vice President
2019 – Present Colliers International Valuation & Advisory Services, Managing Director – Jacksonville

Representative Clients and Projects

Ameris Bank
CenterState Bank
BankUnited
PNC Bank
Hancock Whitney Bank
Trustmark Bank
Renasant Bank
City of Jacksonville
St. Johns County & St. Johns County School Board
Nassau County
Florida Department of Transportation
Williams Gas Pipeline
Doyle Land Services
Duke Energy



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

PHIPPS, PATRICK R

76 S LAURA ST SUITE 1500
JACKSONVILLE FL 32202

LICENSE NUMBER: RZ2954

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 11/19/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



The Colliers logo is located in the top right corner. It consists of the word "Colliers" in a white serif font, set against a dark blue rectangular background. Below the text are three horizontal stripes in yellow, red, and blue.

Colliers

Valuation & Advisory Services



Accelerating success.

Valuation & Advisory Services

Real estate valuations play a pivotal role in today's business climate. An accurate and well supported opinion of property value can mean the difference between reaching a critical goal—securing a loan, closing a sale, reporting to investors, choosing the best asset—or failing to achieve it altogether.

Colliers Valuation & Advisory Services' reports are designed to deliver insight into a property's fundamentals, its competition and the overall market dynamics affecting value. A solid valuation report can be a strategic asset for investors, lenders and owners, provided that it addresses both a property's unique characteristics and the most current market conditions.

Commitment to high-end client service, coupled with Colliers' unparalleled market intelligence and resources, differentiates us as the firm of choice in the real estate industry.

PROFESSIONAL

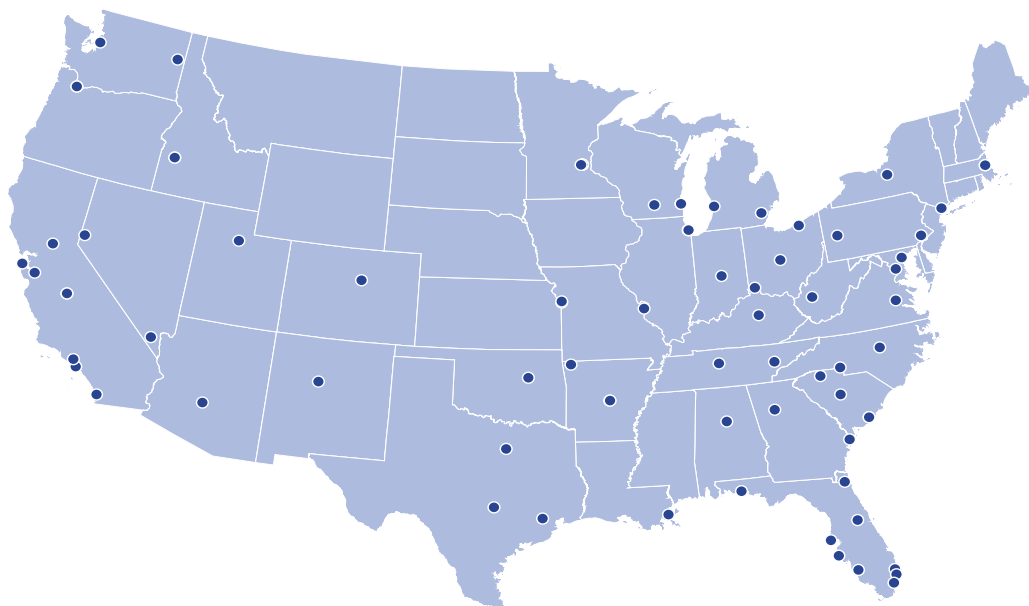
Our professionals share a commitment to deliver the highest level of service and consistent results. We go the extra mile for our clients, whether this means meeting a tight deadline or working with a complex and challenging property.

TECHNOLOGY

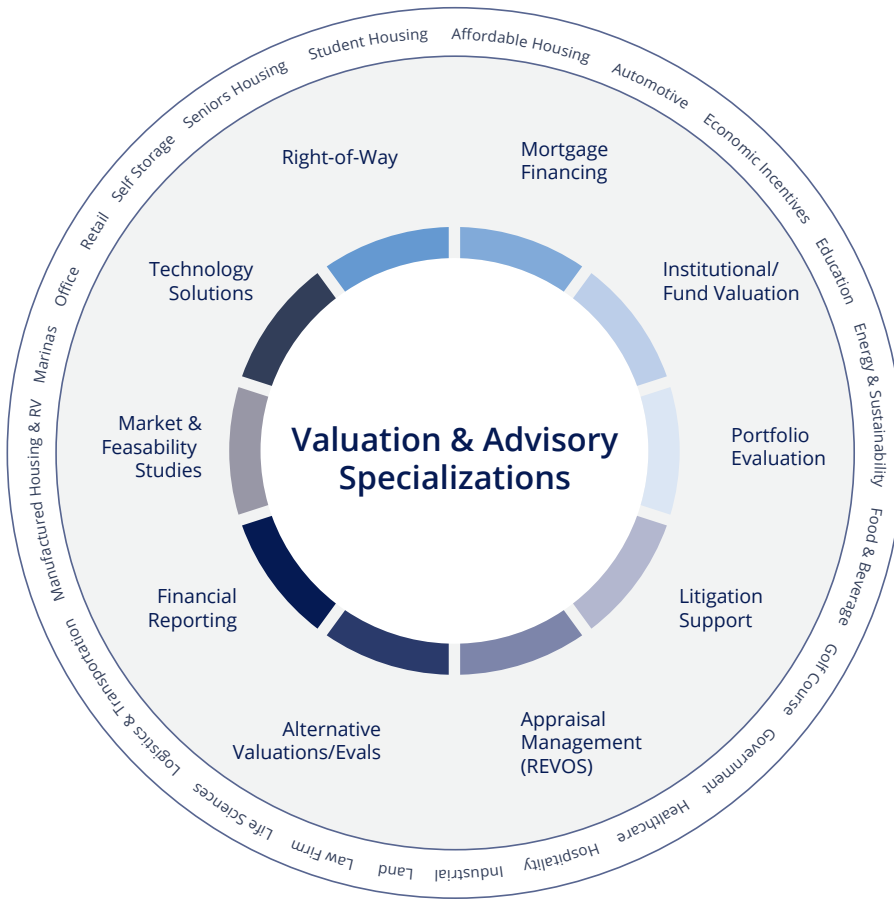
Our unmatched report creation technology speeds appraisals through the pipeline. This secure, centralized production system generates a wide range of reports and high volume portfolio orders without delays.

INFORMATION

Today's business climate places valuation in a more pivotal position than ever before. All our appraisals are evaluated and approved by an experienced review team to ensure our clients receive concise and timely appraisals. With clear, prompt reporting and a comprehensive, big picture approach, Colliers' valuation and advisory reports give our clients the information they need to make better business decisions.

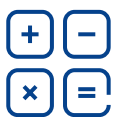


What We Do



400+

licensed appraisers and staff



26,000+

assignments completed annually



60+

Valuation & Advisory Services
market locations across the country

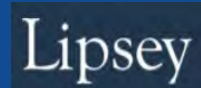
Real estate advisors
in 66 countries.



Founding member
of the World Green
Building Council



Recognized and ranked
18 consecutive years,
more than any other
real estate firm



Ranked in the top 3
most recognized
global commercial real
estate brands by The
Lipsey Company



Ranked in the world's
top female-friendly
companies.



Valuation & Advisory Services National Leadership

Jeremy Walling, MAI, MRICS

President | US
Valuation & Advisory Services
Jeremy.Walling@colliers.com
+1 312 371 4920

Jeff Shouse, MAI, CRE

Executive Vice President
Western US
Jeff.Shouse@colliers.com
+1 916 724 5531

Bruce Nell, MAI, AI-GRS, MRICS

Senior Vice President
Advisory Services & MHC Practice Leader
Bruce.Nell@colliers.com
+1 614 437 4687

PJ Cusmano, MAI, MRICS

Executive Vice President
Eastern US
PJ.Cusmano@colliers.com
+1 813 229 1599

Jerry Gisclair, MAI, MRICS

Executive Vice President
US Client Relations & Service
Jerry.Gisclair@colliers.com
+1 813 871 8531

Anjanette "AJ" Hutson, MAI, AI-GRS

Executive Managing Director
Quality Assurance
AJ.Hutson@colliers.com
+1 704 973 7202

Our Experts

To learn more about our Regional and Market Valuation Experts, please click on or scan the QR code.



Why work with Colliers?



We act as an extension of your team.

Our approach is collaborative, nimble and informed by uncommon knowledge. By aligning with your core business needs, we develop and execute customized real estate solutions to support your growth strategy.



We are both results and process-driven.

From the first handshake to the last, we manage the valuation process to minimize disruption, mitigate risk and mediate competing perspectives so that you can focus on what you do best. You can count on us to stay focused on your priorities.



We are defined by our people.

We attract an exemplary roster of top valuation experts across the United States – specialists who save you time and money by cutting through the noise to deliver the most favorable outcome.

This document has been prepared by Colliers for advertising and general information only. Colliers makes no guarantees, representations or warranties of any kind, expressed or implied, regarding the information including, but not limited to, warranties of content, accuracy and reliability. Any interested party should undertake their own inquiries as to the accuracy of the information. Colliers excludes unequivocally all inferred or implied terms, conditions and warranties arising out of this document and excludes all liability for loss and damages arising there from. This publication is the copyrighted property of Colliers and/or its licensor(s). © 2024. All rights reserved. This communication is not intended to cause or induce breach of an existing engagement agreement. Colliers International Valuation & Advisory Services, LLC

Colliers



**Public Transportation Grant
Agreements and Resolutions
(FDOT)**



Crane Acquisition Grant Agreement (Resolution 2025-R11)

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 438826-1-94-08	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DIS,GMR 215	FLAIR Category: 088794 Object Code: 751000 Org. Code: 55022020229 Vendor Number: F591976292007
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency UEI Number:	80-939-7102	
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Program			

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Fernandina Crane Acquisition, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☒ **Seaports**
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
- ☒ Exhibit F: Contract Payment Requirements

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2029. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$2,083,880. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,041,940 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
- ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 03/25

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 03/25

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 03/25

- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:

 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 03/25

19. Miscellaneous:

- a. Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

AGENCY Ocean Highway and Port
Authority

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

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

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Acquisition of mobile harbor crane(s) for the Port of Fernandina to replace existing failing and outdated infrastructure, which will also increase safety and operational capacity at the Port.

B. Project Location (limits, city, county, map): Fernandina Beach, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the work required to complete the Crane activities described in the Project Description, including: anchoring components; assembly; bolt installation; boom; castings; cathodic protection; commissioning; concrete; construction management services; consulting services; cost estimates; cranes and crane components; demobilization; demolition; design; drainage; earthwork; economic assessments; electrical components and systems; elevators; engineering services; environmental services; erection; fabrication/manufacturing; fasteners; formwork; framing; hoist; hook; installation; land planning; lighting systems; masonry; material testing and engineering studies; mechanical systems; mitigation assessments; mobilization; painting; painting; parts components; permitting; plan development; procurement cost; rail and rail components for crane movement; re-commissioning; related spreaders; remote crane operation components and systems; renovations; security systems; soil improvement work; steel; stormwater management; structural components; surveying; testing and certification; transport/delivery; truck/rail positioning systems; under dock survey; underwater survey; and utilities.

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
438826-1-94-08	DIS	088794	2026	751000	55.005	Seaport Grant Program	\$449,510.00
438826-1-94-08	GMR	088794	2026	751000	55.005	Seaport Grant Program	\$592,430.00
438826-1-94-08	LF	088794	2026	--	--	Local Matching Funds	\$1,041,940.00
Total Financial Assistance							\$2,083,880.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	\$1,041,940.00	\$1,041,940.00	\$0.00	\$2,083,880.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$1,041,940.00	\$1,041,940.00	\$0.00	\$2,083,880.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Brian Austin

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, (email:) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

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

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS****A. General.**

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

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

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

H. Preserving Rights, Powers and Interest.

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

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

K. Federal Navigation Projects.

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

-- End of Exhibit E --

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Intermodal Program

CSFA Number: 55.005

***Award Amount:** \$1,041,940

*The award amount may change with amendments

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

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

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

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

RESOLUTION NO. 2025-R11

A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA, AUTHORIZING ACCEPTANCE AND EXECUTION OF A FLORIDA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR THE ACQUISITION OF A CRANE AT THE PORT OF FERNANDINA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Ocean Highway and Port Authority of Nassau County, Florida (“OHPA”), is the governing body responsible for the operation and oversight of the Port of Fernandina; and

WHEREAS, the Port of Fernandina requires the acquisition of a crane to enhance operational efficiency, improve safety, and support the economic competitiveness of Nassau County and the State of Florida; and

WHEREAS, funding has been made available through a grant agreement [Florida Department of Transportation (“FDOT”), granting agency], to support the acquisition of said crane;

WHEREAS, this FDOT grant will pay for 50% of the total cost of crane acquisition which is estimated to be a total cost of \$2,083,880.00, and OHPA expects that Nassau Terminals/Relay Terminals, the Port Operator will pay the remaining 50% of the cost of crane acquisition which is estimated to be \$1,041,940.00; and

WHEREAS, OHPA has reviewed the terms and conditions of the grant agreement (the “Grant Agreement”), and finds that acceptance of the terms of the Grant Agreement to be in the best interest of the Port and the community it serves; and

WHEREAS, execution of the Grant Agreement will provide financial support for the crane acquisition and further the Port’s strategic goals of resiliency, modernization, and economic development.

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

1. The Ocean Highway and Port Authority hereby approves and authorizes acceptance and execution of the Grant Agreement for crane acquisition at the Port of Fernandina having FDOT Financial Project# 438826-1-94-08, see Grant Agreement attached hereto as Exhibit “A”.
2. The Chairman of OHPA, or his designee, is authorized to sign the Grant Agreement and any related documents necessary to effectuate the grant and crane acquisition.

3. OHPA directs staff to take all necessary steps to implement the Grant Agreement, including procurement, compliance, and reporting obligations.
4. OHPA directs the OHPA Attorney to prepare a draft letter agreement between the Port Operator and OHPA formalizing the Operator's obligation to providing the 50% matching funds to complete the crane acquisition project.
5. This Resolution shall become effective immediately upon adoption.

DULY ADOPTED by the Ocean Highway and Port Authority of Nassau County, Florida, this ____ day of _____, 2025.

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

Chairman

ATTEST:

Secretary/Treasurer



**Automated Gates Upgrade
Grant Agreement
(Resolution 2025-R12)**

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 444933-1-94-04	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DPTO 215	FLAIR Category: 088794 Object Code: 751000 Org. Code: 55022020229 Vendor Number: F591976292007
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency UEI Number:	80-939-7102	
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Program			

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port Security Automated Gates Upgrade, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☒ **Seaports**
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
- ☒ Exhibit F: Contract Payment Requirements

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through October 31, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$149,859.50. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$112,394.62 and, the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
- ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 03/25

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 03/25

- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
 - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 03/25

19. Miscellaneous:

- a. Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

AGENCY Ocean Highway and Port
Authority

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

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

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Port Security Automated Gates Upgrade

B. Project Location (limits, city, county, map): Fernandina Beach, FLORIDA

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental work, design work, and construction work required to complete security activities described in the Project Description, including: installation of access control equipment, supporting wiring, and dedicated primary and back-up power supplies; checkpoint security equipment and electronics; electrical components and systems; security systems; signage and way finding, fencing; lighting; hazard lighting; modification of existing security checkpoint; asphalt paving activities; construction of roadway medians; alignment of barrier walls; anchoring components; striping; backfilling; cast in place concrete; cathodic protection; concrete; construction; construction inspection services; construction management services; construction services; consulting services; contractor stand-by; cost estimates; demobilization; demolition; drainage systems; earthwork; engineering services; masonry; mechanical services; mitigation assessments; mobilization; painting; permitting; plan development (e.g. 30 / 60 / 90 / 100% and as-builts); precast concrete; preconstruction engineering and design; procurement cost; soil improvement work; steel; stormwater management; structural components; and surveying.

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444930-1-94-04	DPTO	088794	2026	751000	55.005	Seaport Grant Program	\$112,394.62
444930-1-94-04	LF	008794	2026	--	--	Local Matching Funds	\$37,464.88
Total Financial Assistance							\$149,859.50

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	\$112,394.62	\$37,464.88	\$0.00	\$149,859.50	75.00	25.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$112,394.62	\$37,464.88	\$0.00	\$149,859.50			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Brian Austin

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

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

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

H. Preserving Rights, Powers and Interest.

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

K. Federal Navigation Projects

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

-- End of Exhibit E --

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Program

CSFA Number: 55.005

***Award Amount:** \$112,394.62

*The award amount may change with amendments

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

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

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

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

RESOLUTION NO. 2025-R12

A RESOLUTION OF THE OCEAN HIGHWAY AND PORT AUTHORITY OF NASSAU COUNTY, FLORIDA, AUTHORIZING ACCEPTANCE AND EXECUTION OF A FLORIDA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR THE UPDATE OF AUTOMATED GATES AT THE PORT OF FERNANDINA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Ocean Highway and Port Authority of Nassau County, Florida (OHPA), is the governing body responsible for the operation and oversight of the Port of Fernandina; and

WHEREAS, the Port of Fernandina requires modernization of its automated gate systems to enhance operational efficiency, improve security, and facilitate the safe and efficient movement of cargo; and

WHEREAS, funding has been made available through a grant agreement [Florida Department of Transportation (“FDOT”), granting agency], to support the update of automated gates at the Port of Fernandina terminal; and

WHEREAS, this FDOT grant will pay for 75% of the total cost of upgrades to the automated gate systems at the Port of Fernandina which is estimated to be a total cost of \$149,859.50, and OHPA expects that Nassau Terminals/Relay Terminals, the Port Operator will pay the remaining 25% of the cost of upgrades to the automated gate systems which is estimated to be \$37,464.88; and

WHEREAS, OHPA has reviewed the terms and conditions of the grant agreement (the “Grant Agreement”) and finds that acceptance of the Grant Agreement to be in the best interest of the Port and the community it serves; and

WHEREAS, execution of the Grant Agreement will provide financial support for the automated gates update and further the Port’s strategic goals of resiliency, modernization, and economic development.

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

1. The Ocean Highway and Port Authority hereby approves and authorizes acceptance and execution of the Grant Agreement for the automated gates update at the Port of Fernandina having FDOT Financial Project# 444933-1-94-04, see Grant Agreement attached hereto as Exhibit “A”.

2. The Chairman of OHPA, or his designee, is authorized to sign the Grant Agreement and any related documents necessary to effectuate the grant and automated gates updates.
3. OHPA directs staff to take all necessary steps to implement the Grant Agreement, including procurement, compliance, and reporting obligations.
4. OHPA directs the OHPA Attorney to prepare a draft letter agreement between the Port Operator and OHPA formalizing the Operator's obligation to providing the 25% matching funds to complete the automated gates upgrades project.
5. This Resolution shall become effective immediately upon adoption.

DULY ADOPTED by the Ocean Highway and Port Authority of Nassau County, Florida, this ____ day of _____, 2025.

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

Chairman

ATTEST:

Secretary/Treasurer



New Business



**FY 2025-26 Budget Amendment
(North Florida TPO Assessment Fee)**



980 North Jefferson Street
Jacksonville, FL 32209

INVOICE

DATE:
October 1, 2025

INVOICE #
2025NPA

DUE:
October 31, 2025

Bill To:

Rossana Hebron, Office Administrative Manager
Nassau County Ocean Highway & Port Authority
516 S 10th Street Suite 103
Fernandina Beach, FL 32034

DESCRIPTION	AMOUNT
Assessment Fee for October 1, 2025 through September 30, 2026	\$ 1,625
TOTAL	\$ 1,625

Make all checks payable to North Florida Transportation Planning Organization

If you have any questions concerning this invoice contact Angela Session at phone (904) 306-7515, email address asession@northfloridatpo.com



OHPA Monthly Meeting Calendar - 2026

2nd and 4th Wednesdays

2026		
MONTH	DATES	
January	14	28
February	11	25
March	11	25
April	8	22
May	13	27
June	10	24
July	8	22
August	12	26
September	9	23
October	14	28
November	11	25 Thanksgiving
December	9	23 Christmas

1st and 3rd Mondays

Jan	5	19
Feb	2	16
Mar	2	16
Apr	6	20
May	4	18
Jun	1	15
Jul	6	20
Aug	3	17
Sep	7	21
Oct	5	19
Nov	2	16
Dec	7	21 Christmas

**Financial and Tonnage reports will be impacted*

2nd and 4th Thursdays

Jan	8	22
Feb	12	26
Mar	12	26
Apr	9	23
May	14	28
Jun	11	25
Jul	9	23
Aug	13	27
Sep	10	24
Oct	8	22
Nov	12	26 Thanksgiving
Dec	10	24 Christmas

**OHPA-FDOT Coordination meeting every fourth Thurs
will be impacted*



Senate Form
(CBP Project Funding Initiative)



The Florida Senate Local Funding Initiative Request Fiscal Year 2026-2027

1. **Project Title**
2. **Senate Sponsor**
3. **Date of Request**
4. **Project/Program Description**

5. **State Agency to receive requested funds**
State Agency contacted? Yes No

6. **Amount of the Nonrecurring Request for Fiscal Year 2026-2027**

Type of Funding	Amount
Operating	
Fixed Capital Outlay	
Total State Funds Requested	

7. **Total Project Cost for Fiscal Year 2026-2027 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)		%
Matching Funds		
Federal		%
State (excluding the amount of this request)		%
Local		%
Other		%
Total Project Costs for Fiscal Year 2026-2027		%



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2026-2027

8. Has this project previously received state funding? Yes No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? Yes No

- a. If yes, indicate nonrecurring amount per year.
- b. Describe the source of funding that can be used in lieu of state funding.

Complete questions 10 and 11 for Fixed Capital Outlay Projects

10. Status of Construction

- a. What is the current phase of the project? Planning Design Construction N/A
- b. Is the project "shovel-ready" (i.e. permitted)? Yes No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?
- e. What funding stream will be used for ongoing operations and maintenance of the project?

11. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2026-2027

12. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Operational Costs		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/Planning Engineering		
Total State Funds Requested (must equal total from question #6)		



The Florida Senate Local Funding Initiative Request Fiscal Year 2026-2027

13. Program Performance

- a. What specific purpose or goal will be achieved by the funds requested?

- b. What activities and services will be provided to meet the intended purpose of these funds?

- c. What direct services will be provided to citizens by the appropriation project?

- d. Who is the target population served by this project? How many individuals are expected to be served?

- e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

- f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?



The Florida Senate Local Funding Initiative Request Fiscal Year 2026-2027

14. Is this project related to mitigation, response, or recovery from a natural disaster?

Yes No *(Skip Questions 15 and 16)*

a. If yes, what phase best describes the project?

Mitigation (reducing or eliminating potential loss of life or property)

Response (addressing the immediate and short-term effects of a natural disaster)

Recovery (assisting communities return to normal operations, including rebuilding damaged infrastructure)

b. Name of the natural disaster (or Executive Order # for events not under a federal declaration):

15. Has the entity applied for or received federal assistance for this project?

Yes, Applied

Yes, Received

No

No, but intends to apply

a. If yes, provide the FEMA project worksheet ID#:

b. Provide the total project cost listed on the FEMA project worksheet:

16. Has the entity applied for or received state assistance for this project (other than this request)?

Yes, Applied

Yes, Received

No

No, but intends to apply

a. If yes, specify the program and state agency (ex. Local Government Emergency Bridge Loan, Department of Commerce):



The Florida Senate Local Funding Initiative Request Fiscal Year 2026-2027

Please complete questions 17 through 21 for Water Projects only.

17. Have you been awarded or applied for alternative state funding for this project?

Water Quality Improvement Grant Program

Resilient Florida Grant Program

Wastewater Revolving Loan

Drinking Water Revolving Loan

Small Community Wastewater Treatment Grant

Other (please specify, ex. Alternative Water Supply Grants)

N/A

18. What is the population economic status?

Financially Disadvantaged Community (ch. 62-552, F.A.C.)

Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)

Rural Area of Economic Concern

Rural Area of Opportunity (s. 288.0656, Florida Statutes)

N/A

19. What is the status of construction?

20. What percentage of the construction has been completed?

21. What is the estimated completion date of construction?



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2026-2027

22. Requester Contact Information

- a. First Name Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number Ext

23. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
 - For-Profit Entity
 - Non-Profit 501(c) (3)
 - Non-Profit 501(c) (4)
 - Local Entity
 - University or College
 - Other (please specify)
- d. First Name Last Name
- e. E-mail Address
- f. Phone Number

24. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number Ext.

The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.



AOM Report

**ADMINISTRATIVE OFFICE MANAGER
REPORT
November 2025**

Hours worked November 2025 – 150.75

- Attended November 12 meeting. Minutes composed.
- Corresponded with Nick Rubio (Mauldin & Jenkins audit, prepared and delivered binders, documents, conference call, Operator funding request documents, prepared and sent OHPA general ledger)
- Invoiced Relay for APTIM (final invoice on PIDP application preparation)
- Port customer inquiry
- Corresponded with Joanne (QB legal invoices)
- Corresponded with Com. Hill (Kraken portal, training video, District 1 constituent message)
- Posted notice of RFP Security Services OHPA review (Demand Star platform, OHPA website, phone and email to all bidders)
- ZOOM IT support
- Corresponded with Jerry Scott (FDOT, Kraken portal submissions, PIERS database)
- Corresponded with Travis Zittrouer (reports for Kraken portal submissions, updates)
- Corresponded with Virginie Hacala (PIERS database login information)
- Corresponded with WIX support (SPAM email)
- Searched for engineer utilities blueprint for Port of Fernandina (Operator request)
- Corresponded with Marileida Hernandez (COFB, issue with utilities invoices)
- Pick up certified mail USPS (Sadler)
- FPC virtual meeting (legislation, Com. Moore)
- Compiled RFP Security bid tabulations
- Prepared attorney letters (Mauldin & Jenkins)
- Verizon support (billing)
- Updated EFDMS filers list
- Corresponded with Vice Chair Nelson (bid tabulation, Port incidents)
- Prepared and sent grant agreements to Operator per his request
- Prepared and sent outstanding invoices list to Operator per his request
- Deposit check to bank (Yulee branch)
- Corresponded with Katherine Coleman (Savage Accounts Payable, remittance issues)
- Corresponded with Tammi Bach (AOM renewal contract)
- Emailed legal invoices to Emily Carroll (Savage legal department)
- Prepared OHPA monthly meeting 2026 Calendar (Board review)
- Rescheduled FDOT-OHPA Coordination meeting
- Corresponded with USCBP (invoices in pay.gov, resolved ACH payment issues)

- Prepared meeting agendas and packets
- Invoiced Port Operator for Customs House utilities reimbursements (COFB, FPU, harbor Admin & Bunkering)
- Check payments processed (e-filed in system)
- Bank transactions (QuickBooks, transfers, A/R, A/P online)
- Responded to all emails, voicemails, and corresponding documents/letters, Commissioners' and Port Accountant/Attorney/Operator requests
- Website (updates, postings)
- Electronic and hard-copy file organizing (e-filed documents for OHPA records)
- Back up (PC, external hard drive, weekly)
- Veterans holiday
- Thanksgiving Day holiday
- PTO November 28 (day after Thanksgiving)

Public Records Request Received in November 2025- 0